

SCANNED

Date: 7/13/10

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
JUNE 18, 2010 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 18th day of June, 2010 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JACK WALSTON	COMMISSIONER, PCT. #4
WANDA JOHNSTON	DEPUTY COUNTY CLERK, Ex-Officio

The following were absent: Commissioner Marshall thereby constituting a quorum. In
addition to the above were:

RHONDAHALL	ASST. COUNTY AUDITOR
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
KIM NAGYPAL	ASST. COUNTY TREASURER
DAVID HENNIGAN	SHERIFF
LYNETTE CRUSE	TAX ASSESSOR/COLLECTOR
TERRY ALLEN	JUVENILE PROBATION OFFICER
MELISSIE EVANS	DISTRICT CLERK

Judge Blanchette acknowledged guests. Commissioner Nash introduced Pastor David
Clark who gave the invocation. Commissioner Nash then led the pledge of allegiance to
the Texas Flag which was recited by all.

Rhonda Hall, Assistant County Auditor, stated there were no questions concerning the
bills. **Commissioner Walston** made a motion to pay the **bills**, which was seconded by
Commissioner Hughes. All voted yes and none no.

Commissioner Nash made a motion to go out for bids on the 1987 Chevrolet **pickup**
received from the Sheriff's Posse. **Commissioner Walston** seconded the motion. All
voted yes and none no.

A motion was made by **Commissioner Walston** to award bid ID# 05102010-07 solid
waste from **Tyler County Collection Transfer Station** to **IESI** rather than Santec, even
though their bid was \$.20 higher. He felt this was the better company for the needs of the
county. **Commissioner Hughes** seconded the motion. All voted yes and none no.

Commissioner Walston made a motion to award two (2) bids to J. C. Wilson, on ID#
05102010-01 Air Compressor Tank of \$76.00, and on ID# 05102010-03 three trailer
axles for \$26.00. Bids on ID# 05102010-02 Ford Tractor 7610, ID# 05102010-04 Scrap
Metal Pile, ID# 05102010-05 Tiger Boom, and ID# 05102010-06 Unimog truck with
Case Backhoe were declined. **Commissioner Nash** seconded the motion. All voted yes
and none no.

No action was taken concerning a contract between Tyler County and Newton County on
housing county inmates during a declared disaster evacuation. Newton County is in the
process of completing and signing the contract which will then be sent to Tyler County
for action.

Judge Blanchette made a motion to apply for grant from the Meadows Foundation for
\$7600 for computers and software for **Summer Youth Program**. The motion was
seconded by **Commissioner Hughes**. There is no assurance of receiving grant; we are
just seeking the grant. All voted yes and none no.

Commissioner Nash made a motion to approve a contract between Tyler County and the
City of Ivanhoe for the collection of ad valorem taxes. The motion was seconded by
Commissioner Hughes. Lynette Cruse, Tax Assessor –Collector stated that she may
need to hire at least one more employee. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** and seconded by **Commissioner Walston** to contract between Tyler County and the City of Ivanhoe North for the collection of ad valorem taxes. All voted yes and none no. SEE ATTACHED

Judge Blanchette has reviewed a copy of the Amended "Employee Handbook of County Policy" with Kim Nagypal. Joe Smith, Criminal District Attorney, and Lou Cloy, Assistant Criminal District Attorney, have also reviewed the amended policy. Commissioner Nash suggested the Auditor send out a letter along with the Budget Sheet each year, asking each department head to make any recommendations during the last quarter of each year which would go into effect the 1st of the following year, if adopted. **Judge Blanchette** made a motion which was seconded by **Commissioner Walston** to accept the Handbook as amended. All voted yes and none no. SEE ATTACHED

The appointment to the East Texas Health Access Network Board position was tabled until the July meeting.

Commissioner Walston made a motion to purchase **iron ore gravel** from Susan Overstreet. The motion was seconded by **Commissioner Hughes**. All voted yes and none no.

A motion was made by **Commissioner Nash** and seconded by **Commissioner Hughes** to purchase a 7660 Terex Kubota **Tractor** from Beaumont Tractor for \$39,900.00. Commissioner Nash has money in his budget for this purchase. All voted yes and none no.

Judge Blanchette made a motion which was seconded by **Commissioner Walston** to obtain money from DETCOG to assist in the increased expense of the lease of more space on a tower. The increase is from \$1500 to \$4000, annually, for the County's portion of the payment. The actual cost for the tower is \$1750/month, or \$21,000 annually. Mr. James Berkman, owner of the tower, donates \$17,000 as a tax write-off. Criminal District Attorney Joe Smith stated we needed verification from James Berkman showing the true cost of the tower rental for Tyler County to give him a letter showing his donation of \$17,000. Sheriff David Hennigan stated DETCOG has money available, but there is money allocated for the County and money allocated for the Sheriff's department. Sheriff Hennigan is asking that money for the County be used for the increase since the whole county is benefiting from the tower. All voted yes and none no. SEE ATTACHED CORRESPONDANCE

Sue Wood reported the **WorkForce** office will close August 20, 2010. Our citizens will have to go to Polk County for assistance; Tyler County records will be in Polk County. Commissioner Nash suggested having a satellite office with two or three computers in Woodville. Mrs. Wood has suggested this and the possibility of a part-time office in Tyler County, but says the State has vetoed all suggestions of any type of office in Tyler County after August 20. She is hoping job training may be possible in Tyler County.

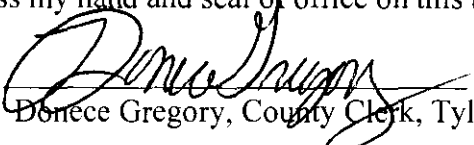
Commissioner Nash made a motion to adjourn. **Commissioner Walston** seconded the motion. All voted aye. Meeting adjourned at 9:15 a.m.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on June 18, 2010.

Witness my hand and seal of office on this the 8th day of July, 2010.

Attest:


Donece Gregory, County Clerk, Tyler County, Texas

TO DONECE

GENERAL FUND
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK#	AMOUNT
A T & T MOBILITY	2010 010-441-003	TELEPHONE	05/01/2010/004	05/01/2010	097054	25.00
AT&T, INC.	2010 010-441-003	TELEPHONE	01/01/2010/004	05/05/2010	097055	20.00
MUSCO MOUNTAIN WATER CO	2010 010-442-000	OFFICE SUPPLIES	01/01/2010/000	05/07/2010	097056	25.12
VERIZON WIRELESS	2010 010-442-000	TELEPHONE	03/24/2010/000	05/10/2010	097057	15.84
VERIZON WIRELESS	2010 010-442-000	TELEPHONE	03/24/2010/000	05/10/2010	097058	65.18
ACE IMAGEWEAR	2010 010-442-002	UNIFORMS	07/19/2009	05/10/2010	097059	27.48
ACE IMAGEWEAR	2010 010-442-002	UNIFORMS	07/19/2009	05/10/2010	097060	27.48
ACE IMAGEWEAR	2010 010-442-002	UNIFORMS	07/19/2009	05/10/2010	097061	27.48
ACE IMAGEWEAR	2010 010-442-002	UNIFORMS	07/19/2009	05/10/2010	097062	27.48
ADVANCED SYSTEMS & ALARMS	2010 010-442-010	REPAIRS TO COURTHOUSE	00.00-LABOR/TOOL	05/10/2010	097063	20.00
ALLISON CHEVROLET	2010 010-442-011	REPAIRS TO COURTHOUSE	00.00-LABOR/TOOL	05/10/2010	097064	14.50
ALLISON CHEVROLET	2010 010-442-011	REPAIRS TO COURTHOUSE	00.00-LABOR/TOOL	05/10/2010	097065	14.50
ALLISON CHEVROLET	2010 010-442-011	REPAIRS TO COURTHOUSE	00.00-LABOR/TOOL	05/10/2010	097066	14.50
ALLISON CHEVROLET	2010 010-442-011	REPAIRS TO COURTHOUSE	00.00-LABOR/TOOL	05/10/2010	097067	14.50
AMS FRONTING & MAILING	2010 010-442-020	POSTAGE FOR POSTAGE METER	000000.000	05/10/2010	097068	2,221.91
MARIELINA COLLIERE	2010 010-442-024	TRAVEL & EDUCATION	0000.000	05/10/2010	097069	20.00
AUTO SALON	2010 010-442-028	REPAIRS TO VEHICLES	0000.0000	05/10/2010	097070	120.00
AUTO SALON	2010 010-442-028	REPAIRS TO VEHICLES	0000.0000	05/10/2010	097071	120.00
AUTO SALON	2010 010-442-028	REPAIRS TO VEHICLES	0000.0000	05/10/2010	097072	120.00
BI TRANSPORT SERVICE INC	2010 010-401-042	AUTOPSIES	0000.0000. JACK	05/10/2010	097073	225.00
BI TRANSPORT SERVICE INC	2010 010-401-042	AUTOPSIES	0000.0000. HENRY	05/10/2010	097074	225.00
BI TRANSPORT SERVICE INC	2010 010-401-042	AUTOPSIES	0000.0000. J.	05/10/2010	097075	225.00
BYTHEWOOD, AMY E.	2010 010-408-055	COURT APPOINTED ATTORNEYS	MARSHALL, DANICE	05/10/2010	097076	400.00
BYTHEWOOD, AMY E.	2010 010-408-055	COURT APPOINTED ATTORNEYS	DIBBY, DANA L.	05/10/2010	097077	400.00
BYTHEWOOD, AMY E.	2010 010-408-055	COURT APPOINTED ATTORNEYS	BRADY, SAIC	05/10/2010	097078	400.00
BYTHEWOOD, AMY E.	2010 010-408-055	COURT APPOINTED ATTORNEYS	0000.0000.00.	05/10/2010	097079	221.25
CANDY CLEANERS	2010 010-442-040	UNIFORMS	0000.0000	05/10/2010	097080	225.00
CHILD ABUSE & FORENSIC SER	2010 010-442-045	DNA LAB FEES	0000.0000.00	05/10/2010	097081	200.00
CHILD ABUSE & FORENSIC SER	2010 010-442-045	DNA LAB FEES	0000.0000.00	05/10/2010	097082	200.00
COLOR GRAPHICS CO.	2010 010-442-049	OFFICE SUPPLIES	0000.0000	05/10/2010	097083	241.25
COVE, RAY PHD	2010 010-442-059	PSYCHIATRIC & MEDICAL EXPE	0000.0000	05/10/2010	097084	200.00
DELL MARKETING L. P.	2010 010-442-007	OFFICE SUPPLIES	0000.0000.0000	05/10/2010	097085	1,022.24
DELL MARKETING L. P.	2010 010-442-007	OFFICE SUPPLIES	0000.0000.0000	05/10/2010	097086	25.12
DELL MARKETING L. P.	2010 010-442-007	OFFICE SUPPLIES	0000.0000.0000	05/10/2010	097087	20.72
DELL MARKETING L. P.	2010 010-442-007	OFFICE SUPPLIES	0000.0000.0000	05/10/2010	097088	20.50
DELL MARKETING L. P.	2010 010-442-007	OFFICE SUPPLIES	0000.0000.0000	05/10/2010	097089	20.50
DOGWOOD EMS	2010 010-427-043	PRISONER MEDICAL	LENN, DONALD A.	05/10/2010	097090	422.22
ELECTION SYSTEMS & SOFTWARE	2010 010-441-050	ELECTION EXPENSE	0000.0000	05/10/2010	097091	22.00
ELLIOTT ELECTRIC SUPPLY	2010 010-442-010	REPAIRS TO COURTHOUSE	0000.0000.0000.0000	05/10/2010	097092	24.12
ELLIOTT ELECTRIC SUPPLY	2010 010-442-010	REPAIRS TO COURTHOUSE	0000.0000.0000.0000	05/10/2010	097093	20.24
ENTERGY	2010 010-442-032	UTILITIES-COURT BUILDING	0000.0000	05/10/2010	097094	20.00
ENTERGY	2010 010-442-032	UTILITIES-COURT BUILDING	0000.0000.0000	05/10/2010	097095	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097096	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097097	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097098	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097099	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097100	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097101	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097102	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097103	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097104	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097105	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097106	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097107	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097108	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097109	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097110	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097111	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097112	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097113	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097114	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097115	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097116	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097117	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097118	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097119	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097120	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097121	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097122	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097123	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097124	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097125	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097126	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097127	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097128	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097129	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097130	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097131	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097132	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097133	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097134	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097135	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097136	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097137	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097138	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097139	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097140	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097141	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097142	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097143	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097144	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097145	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097146	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097147	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097148	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097149	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097150	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097151	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097152	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097153	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097154	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097155	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097156	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097157	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097158	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097159	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097160	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097161	20.00
EXCEL CAR WASH, INC.	2010 010-442-025	SAB, OIL, GREASE	00.00-LABOR/TOOL	05/10/2010	097162	20.00
EXCEL CAR WASH, INC.	2010 010-442-025					

GENERAL FUND
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
INDEFF OFFICE SUPPLIES	2010 010-440-007	SUPPLIES	183748/DOJUD	06/18/2010	097114	79.08
INDEFF OFFICE SUPPLIES	2010 010-440-007	SUPPLIES	183748/DOJUD	06/18/2010	097114	199.06
INDEFF OFFICE SUPPLIES	2010 010-440-007	OFFICE SUPPLIES	183748/DOJUD	06/18/2010	097114	48.18
INDEFF OFFICE SUPPLIES	2010 010-440-007	OFFICE SUPPLIES	185594/DOA	06/18/2010	097114	26.98
INDEFF OFFICE SUPPLIES	2010 010-440-007	OFFICE SUPPLIES	185094/TAX	06/18/2010	097114	25.80
INDEFF OFFICE SUPPLIES	2010 010-440-007	OFFICE SUPPLIES	185094/TAX	06/18/2010	097114	12.58
INDEFF OFFICE SUPPLIES	2010 010-440-007	SUPPLIES	125594/DOA	06/18/2010	097114	252.69
INDEFF OFFICE SUPPLIES	2010 010-440-007	OFFICE SUPPLIES	185594/DOA	06/18/2010	097114	194.46
INDEFF OFFICE SUPPLIES	2010 010-440-007	OFFICE SUPPLIES	185594/DOA	06/18/2010	097114	20.10
INNOVATIVE LEASING	2010 010-440-018	EQUIPMENT LEASE	4157001/TAX	06/18/2010	097115	133.01
INNOVATIVE LEASING	2010 010-440-007	OFFICE SUPPLIES	478001/DOA	06/18/2010	097115	162.00
INNOVATIVE OFFICE SYSTEMS	2010 010-440-017	OFFICE SUPPLIES	740000/DOA	06/18/2010	097115	5.55
INVENTORY TRADING COMPANY	2010 010-428-041	OFFICERS	WILKS, JEFF	06/18/2010	097116	123.82
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	BROUSSARD, RACHEL	06/18/2010	097120	11.15
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	COFFEY, CHARLES	06/18/2010	097120	45.19
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	DANA, GEORGE	06/18/2010	097120	58.10
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	EFFEMAN, WHITNEY	06/18/2010	097120	74.10
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	LEWIS, RALLAE III	06/18/2010	097120	55.94
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	LITT, WILLIAM	06/18/2010	097120	55.08
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	PARKS, EVAN	06/18/2010	097120	75.11
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	DEPT TYLER CIV SHERIFF	06/18/2010	097120	3.97
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	SMITH, CHRISTOPHER	06/18/2010	097120	64.98
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	STEWART, RUTH	06/18/2010	097120	25.20
JARROTT'S PHARMACY	2010 010-427-043	PRISONER MEDICAL	WIGGINS, ELVIS	06/18/2010	097120	59.90
JEFFERSON COUNTY CLERK	2010 010-440-044	COMMITMENTS	SMITH, JUSTIN	06/18/2010	097122	420.00
KEY EQUIPMENT FINANCE	2010 010-440-018	EQUIPMENT LEASE	SMITH, JEFF	06/18/2010	097124	115.00
LANEWAY TIRE & SERVICE	2010 010-426-030	REPAIRS TO COURTHOUSE	250.00 LABOR/TOSS	06/18/2010	097125	250.00
LANEWAY TIRE & SERVICE	2010 010-426-030	TIRES, TUBE-	21.00 LABOR/TOSS	06/18/2010	097127	21.00
LANEWAY TIRE & SERVICE	2010 010-426-030	TIRES, TUBE-	70.00 LABOR/TOSS	06/18/2010	097127	70.00
LANEWAY TIRE & SERVICE	2010 010-426-030	TIRES, TUBE-	100.00 LABOR/TOSS	06/18/2010	097127	100.00
LARRY TREST AUTO BROKERS,	2010 010-426-028	REPAIRS TO COURTHOUSE	70.00 LABOR/TOSS	06/18/2010	097128	70.00
LARRY TREST AUTO BROKERS,	2010 010-426-028	REPAIRS TO VEHICLES	90.00 LABOR/TOSS	06/18/2010	097128	90.00
LARRY TREST AUTO BROKERS,	2010 010-426-028	REPAIRS TO VEHICLES	20.00 LABOR/TOSS	06/18/2010	097128	20.00
LARRY TREST AUTO BROKERS,	2010 010-426-028	REPAIRS TO VEHICLES	MINORFIELD BOY SCOUTS VI	06/18/2010	097128	215.00
LOWE'S BUSINESS ADD/SEMP	2010 010-442-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097131	200.00
MAGNOLIA APPLIANCE	2010 010-442-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097132	200.00
MANN, ROBERT W. ATTY.	2010 010-409-056	DEP COURT APPOINTED ATTORNY	DESMOLLENE, WILLIAM K	06/18/2010	097133	110.00
MANN, ROBERT W. ATTY.	2010 010-409-056	DEP COURT APPOINTED ATTORNY	DESPRONZAS, DOMINICK D	06/18/2010	097134	217.00
MODICA BROTHERS	2010 010-426-030	REPAIRS TO COURTHOUSE	LOWE, ERIC LOUIE	06/18/2010	097135	20.00
MODICA BROTHERS	2010 010-426-030	REPAIRS TO VEHICLES	2200 LABOR/TOSS	06/18/2010	097135	220.00
MODICA BROTHERS	2010 010-426-030	TIRES, TUBE-	120.00 LABOR/TOSS	06/18/2010	097135	120.00
MODICA BROTHERS	2010 010-426-030	TIRE, TUBE, WHEEL	20.00 LABOR/TOSS	06/18/2010	097135	20.00
MOLEX WIRELESS COMMUNICAT	2010 010-458-023	RADIO MAINTENANCE	21559/TOSS	06/18/2010	097140	215.00
NET BIZ CORP.	2010 010-440-030	SUPPORT SERVICES	7000000/DOA	06/18/2010	097141	225.00
NEWTON COUNTY	2010 010-401-025	HOUSING OF TONE IMMATER	21000/DOA	06/18/2010	097142	1,000.00
O'REILLY AUTO PARTS	2010 010-426-028	REPAIRS TO VEHICLES	20000/TOSS	06/18/2010	097143	20.00
O'REILLY AUTO PARTS	2010 010-426-028	REPAIRS TO VEHICLES	20000/TOSS	06/18/2010	097144	20.00
O'REILLY AUTO PARTS	2010 010-426-028	REPAIRS TO VEHICLES	20000/TOSS	06/18/2010	097144	20.00
OFFICE DEPOT	2010 010-440-007	OFFICE SUPPLIES	2280310/DOA	06/18/2010	097145	111.55
OMNI BAYFRONT CORPUS CHRIS	2010 010-440-010	TRAINING & EDUCATION	COURT CLERK EDWIN, HOTEL	06/18/2010	097146	120.00
PARKER LUMBER	2010 010-440-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097147	20.00
PARKER LUMBER	2010 010-440-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097147	20.00
PARKER LUMBER	2010 010-440-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097147	20.00
PARKER LUMBER	2010 010-440-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097147	20.00
PARKER LUMBER	2010 010-440-010	REPAIRS TO COURTHOUSE	20000/COURTHOUSE	06/18/2010	097147	20.00

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
PHILCOTT MOTOR COMPANY	2010 010-422-048	RADIO & EQUIPMENT	RADIO EQUIP./CONST.RPTS	06/18/2010	097147	140.85
PILGRIM INSURANCE	2010 010-407-014	BONDS, INSURANCE	DISCOUNTY BOND/DBOLK	06/18/2010	097148	595.00
RITNEY BOWEN INC.	2010 010-440-018	EQUIPMENT LEASE	6848/COOLK	06/18/2010	097150	207.00
PURITY CHEMICALS, INC.	2010 010-442-010	REPAIRS TO COURTHOUSE	CUSTO1678/COJUD	06/18/2010	097152	189.25
QUILL CORPORATION	2010 010-440-007	SUPPLIES	05421407/055	06/18/2010	097153	89.98
QUILL CORPORATION	2010 010-440-007	SUPPLIES	05421407/055	06/18/2010	097152	100.72
QUILL CORPORATION	2010 010-440-007	SUPPLIES	05421407/055	06/18/2010	097152	147.45
QUILL CORPORATION	2010 010-440-007	OFFICE SUPPLIES	05421407/055	06/18/2010	097152	35.89
RAMBOLDY ASSOCIATES LLP	2010 010-427-048	PRISONER MEDICAL	WARDEN, WILLIAM AL	06/18/2010	097155	28.00
RELIABLE OFFICE SUPPLIES	2010 010-408-007	OFFICE SUPPLIES	10014228/COJUD	06/18/2010	097151	45.71
SCOTT MERRIMAN, INC.	2010 010-408-007	SUPPLIES	TY02/COOLK	06/18/2010	097157	318.17
SCOTT MERRIMAN, INC.	2010 010-408-007	OFFICE SUPPLIES	TY02/COOLK	06/18/2010	097157	159.46
SCOTT MERRIMAN, INC.	2010 010-408-007	OFFICE SUPPLIES	TY02/COOLK	06/18/2010	097157	108.50
SERVICE BY SCOTT	2010 010-442-010	REPAIRS AT JUSTICE CENTER	5102, MAIN, /T080	06/18/2010	097161	109.95
SERVICE BY SCOTT	2010 010-442-010	REPAIRS AT JUSTICE CENTER	5102, MAIN, /T080	06/18/2010	097161	493.31
SERVICE BY SCOTT	2010 010-442-010	REPAIRS AT JUSTICE CENTER	5102, MAIN, /T080	06/18/2010	097161	618.33
SHY-BEE ELECTRIC	2010 010-442-010	REPAIRS TO COURTHOUSE	ANNEX /COURTHOUSE	06/18/2010	097159	184.10
SIRCHIE FINGERPRINT LABORA	2010 010-426-008	DEPUTIES SUPPLIES	0570725/T080	06/18/2010	097164	100.73
SOUTHEAST TEXAS FORENSIC C	2010 010-401-048	AUTOPSIES	SP00M, BOSTON J.	06/18/2010	097166	1,500.00
SOUTHEAST TEXAS FORENSIC C	2010 010-401-048	AUTOPSIES	SP00M, LED HL	06/18/2010	097166	1,500.00
SOUTHEAST TEXAS FORENSIC C	2010 010-401-048	AUTOPSIES	SHEPHERD, ROCK MCFHORE	06/18/2010	097166	1,500.00
SOUTHEAST TEXAS FORENSIC C	2010 010-401-048	AUTOPSIES	STEPHENS, JAMES AUDENIO	06/18/2010	097166	1,500.00
SOUTHEAST TEXAS FORENSIC C	2010 010-401-048	AUTOPSIES	WHELFORD, RICHANNE AL	06/18/2010	097166	1,500.00
SOUTHEAST TEXAS FORENSIC C	2010 010-401-048	AUTOPSIES	WHELFORD, RONALD E.	06/18/2010	097166	1,500.00
SOUTHERN POLICE DETENTION	2010 010-442-010	REPAIRS AT JUSTICE CENTER	1740, J /T080	06/18/2010	097167	1,139.00
SPARKLETT'S & SIERRA SPRING	2010 010-420-007	OFFICE SUPPLIES	2631004/TAY	06/18/2010	097170	35.24
SPURSER WOODWORKS, INC.	2010 010-426-008	CONTINGENCY FOR MISCELLANE	FINAL BRAN/COJ. -	06/18/2010	097171	59,731.04
STAMPS OFFICE SUPPLY	2010 010-424-007	OFFICE SUPPLIES	OFFICE SUP./T080	06/18/2010	097172	38.93
STAMPS OFFICE SUPPLY	2010 010-424-007	OFFICE SUPPLIES	OFFICE SUP./T080	06/18/2010	097172	34.50
STAR GRAPHICS OFFSET, INC	2010 010-401-008	POSTAGE FOR POSTAGE METER	109032/TAY	06/18/2010	097173	454.00
STEWART GLASS	2010 010-442-010	REPAIRS TO COURTHOUSE	145.00 LABOR/ANNEX BLDG.	06/18/2010	097174	949.70
STORY-WRIGHT	2010 010-440-007	SUPPLIES	105180/NET	06/18/2010	097175	82.89
STORY-WRIGHT	2010 010-442-007	OFFICE SUPPLIES	104307/COJUD	06/18/2010	097175	18.99
STORY-WRIGHT	2010 010-440-007	SUPPLIES	104307/COJUD	06/18/2010	097175	57.48
STORY-WRIGHT	2010 010-440-007	SUPPLIES	104307/COJUD	06/18/2010	097175	329.04
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	8.55
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	3.49
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	9.11
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	11.22
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	21.55
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	8.25
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	2.98
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	8.25
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	10.22
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	4.49
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097177	1.80
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097176	3.44
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097177	10.79
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097177	71.32
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS TO COURTHOUSE	COURTHOUSE/COJUD	06/18/2010	097177	11.47
SULLIVANS HARDWARE	2010 010-442-010	REPAIRS AT JUSTICE CENTER	1182	06/18/2010	097177	449.01
SYSCO FOOD SERVICES	2010 010-427-036	PRISONER MEALS	014617 /MAIL	06/18/2010	097178	2,750.00
SYSCO FOOD SERVICES	2010 010-427-036	PRISONER MEALS	014617 /MAIL	06/18/2010	097177	10.70
TOP FAMILY MEDICAL CLINIC	2010 010-401-008	MISCELLANEOUS EXPENSE	1040/COJUDS, DENA	06/18/2010	097179	10.00
TOP FAMILY MEDICAL CLINIC	2010 010-401-008	MISCELLANEOUS EXPENSE	1040/COJUDS, PHILLIP	06/18/2010	097179	48.00

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
TELSTAR SPECIALTY PRODUCTS	2010 010-442-007	JANITORS SUPPLIES	4404/COURTHOUSE	06/18/2010	097180	107.85
TELSTAR SPECIALTY PRODUCTS	2010 010-442-007	JANITORS SUPPLIES	4291/COURTHOUSE	06/18/2010	097180	841.35
TELSTAR SPECIALTY PRODUCTS	2010 010-442-007	JANITORS SUPPLIES	4226/COURTHOUSE	06/18/2010	097180	512.50
TELSTAR SPECIALTY PRODUCTS	2010 010-442-007	JANITORS SUPPLIES	4259/COURTHOUSE	06/18/2010	097180	1,755.20
TEXAS ASSOCIATION OF COUNT	2010 010-408-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	40.06
TEXAS ASSOCIATION OF COUNT	2010 010-408-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	70.14
TEXAS ASSOCIATION OF COUNT	2010 010-408-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	37.18
TEXAS ASSOCIATION OF COUNT	2010 010-408-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	5.07
TEXAS ASSOCIATION OF COUNT	2010 010-410-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	4.99
TEXAS ASSOCIATION OF COUNT	2010 010-411-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	29.14
TEXAS ASSOCIATION OF COUNT	2010 010-412-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	6.57
TEXAS ASSOCIATION OF COUNT	2010 010-413-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	4.94
TEXAS ASSOCIATION OF COUNT	2010 010-414-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	4.74
TEXAS ASSOCIATION OF COUNT	2010 010-415-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	1.21
TEXAS ASSOCIATION OF COUNT	2010 010-419-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	54.56
TEXAS ASSOCIATION OF COUNT	2010 010-420-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	31.54
TEXAS ASSOCIATION OF COUNT	2010 010-421-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	33.00
TEXAS ASSOCIATION OF COUNT	2010 010-422-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	32.19
TEXAS ASSOCIATION OF COUNT	2010 010-423-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	21.72
TEXAS ASSOCIATION OF COUNT	2010 010-424-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	103.20
TEXAS ASSOCIATION OF COUNT	2010 010-425-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	20.11
TEXAS ASSOCIATION OF COUNT	2010 010-426-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	5.84
TEXAS ASSOCIATION OF COUNT	2010 010-428-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	15.20
TEXAS ASSOCIATION OF COUNT	2010 010-434-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	12.54
TEXAS ASSOCIATION OF COUNT	2010 010-442-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	145.18
TEXAS ASSOCIATION OF COUNT	2010 010-419-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	259.29
TEXAS ASSOCIATION OF COUNT	2010 010-424-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	2,072.50
TEXAS ASSOCIATION OF COUNT	2010 010-427-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	1,051.81
TEXAS ASSOCIATION OF COUNT	2010 010-424-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	112.74
TEXAS ASSOCIATION OF COUNT	2010 010-425-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	112.74
TEXAS ASSOCIATION OF COUNT	2010 010-428-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	112.74
TEXAS ASSOCIATION OF COUNT	2010 010-429-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	112.74
TEXAS ASSOCIATION OF COUNT	2010 010-425-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	22.77
TEXAS ASSOCIATION OF COUNT	2010 010-401-005	ELECTION EXPENSE	2010 3RD QUARTER	06/18/2010	097181	7.02
TIMBERMANS SUPPLY	2010 010-442-010	REPAIRS TO COURTHOUSE	2040/COURTHOUSE, SAN	06/18/2010	097189	227.71
TIMBERMANS SUPPLY	2010 010-442-010	REPAIRS TO COURTHOUSE	2042/COURTHOUSE, SAN	06/18/2010	097189	12.71
TOLARS FEED AND OUTDOOR BU	2010 010-428-005	ANIMAL CONTROL	11593/T090	06/18/2010	097189	15.00
TOLARS FEED AND OUTDOOR BU	2010 010-428-005	ANIMAL CONTROL	11592/T090	06/18/2010	097189	15.00
TOLARS FEED AND OUTDOOR BU	2010 010-428-005	ANIMAL CONTROL	11592/T090	06/18/2010	097189	15.00
TOLARS FEED AND OUTDOOR BU	2010 010-428-005	ANIMAL CONTROL	11593/T090	06/18/2010	097189	15.00
TYCO GENERAL FEED & PANCH	2010 010-424-005	DEPUTY SUPPLIER	096827/T090	06/18/2010	097189	100.00
TYLER COUNTY APPRAISAL DIS	2010 010-401-004	TYLER COUNTY OPERATOR DIS	3RD QTR./JUNE 30 2010	06/18/2010	097187	57,663.75
TYLER COUNTY AUTO PARTS	2010 010-442-010	REPAIRS TO COURTHOUSE	2040/MAIN,	06/18/2010	097189	15.00
TYLER COUNTY AUTO PARTS	2010 010-442-010	REPAIRS TO COURTHOUSE	2040/MAIN,	06/18/2010	097189	15.00
TYLER COUNTY BOOSTER	2010 010-401-005	OFFICE SUPPLIER	0973/DEPL	06/18/2010	097189	255.00
TYLER COUNTY BOOSTER	2010 010-401-005	ELECTION EXPENSE	098025/MAIN	06/18/2010	097189	213.00
TYLER COUNTY HOSPITAL	2010 010-427-043	MISCELLANEOUS EXPENSE	EDWARDS, DENIS M.	06/18/2010	097181	40.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	SHUTTER, LARRY	06/18/2010	097181	216.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	SMY-250, CHRIS	06/18/2010	097181	221.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	DAVIS, DR ANDREW F.	06/18/2010	097181	211.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	EVANS, CHRISTOPHER F.	06/18/2010	097181	251.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	EAVES, CHRISTOPHER M.	06/18/2010	097181	171.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	LEWIS, DONALD S.	06/18/2010	097181	71.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	QUALLS, STEVEN M.	06/18/2010	097181	51.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	DALLAWAY, JANUS	06/18/2010	097181	51.00

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	OVERSTREET, BRIAN	06/18/2010	097191	50.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	ANTOLIFF, JOSHUA A.	06/18/2010	097191	50.00
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	HARDEN, WILLIAM W.	06/18/2010	097191	429.09
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	LENNE, RALLAN III	06/18/2010	097191	242.04
TYLER COUNTY HOSPITAL	2010 010-427-043	PRISONER MEDICAL	STEWART, RUTH EL	06/18/2010	097191	207.97
U PUMP IT	2010 010-442-010	REPAIRS TO COURTHOUSE	WE TYDD COURTHOUSE/COOLD	06/18/2010	097193	484.29
U PUMP IT	2010 010-442-025	GREASE, OIL, GREASE	NETYLEBROOK TOST	06/18/2010	097193	3,797.01
UP FLAG AND FLAEPOL	2010 010-442-010	REPAIRS TO COURTHOUSE	TYLER COUNTY JUDGE	06/18/2010	097194	385.75
WAL-MART COMMUNITY/SEMP	2010 010-440-007	OFFICE SUPPLIES	5595/OPS	06/18/2010	097194	45.73
WAL-MART COMMUNITY/SEMP	2010 010-440-007	SUPPLIES	5595/OPS	06/18/2010	097194	25.97
WAL-MART COMMUNITY/SEMP	2010 010-442-010	REPAIRS TO COURTHOUSE	4915/COURTHOUSE MAIN.	06/18/2010	097194	102.91
WAL-MART COMMUNITY/SEMP	2010 010-421-007	OFFICE SUPPLIER	4915/COURTHOUSE MAIN.	06/18/2010	097194	19.14
WAL-MART COMMUNITY/SEMP	2010 010-425-025	REPAIRS TO VEHICLES	7809/TOPS	06/18/2010	097194	25.00
WAL-MART COMMUNITY/SEMP	2010 010-425-007	OFFICE SUPPLIER	7809/TOPS	06/18/2010	097194	452.51
WAL-MART COMMUNITY/SEMP	2010 010-425-008	DEPUTIES SUPPLIES	7809/TOPS	06/18/2010	097194	247.33
WAL-MART COMMUNITY/SEMP	2010 010-402-007	OFFICE SUPPLIES	2899/CLOCK	06/18/2010	097194	4.97
WALLING SIGNS & GRAPHICS	2010 010-442-010	REPAIRS TO COURTHOUSE	PURPOSE/COOLING	06/18/2010	097197	24.81
WALLING SIGNS & GRAPHICS	2010 010-425-008	DEPUTIES SUPPLIES	TYDDIN/TOPS	06/18/2010	097197	21.95
WALLING SIGNS & GRAPHICS	2010 010-402-007	OFFICE SUPPLIES	STAMP TONES	06/18/2010	097197	21.01
WALLING SIGNS & GRAPHICS	2010 010-401-095	CONTINGENCY FOR MISCELLANEOUS	PLAQUE/TREAS	06/18/2010	097197	24.00
WALLING SIGNS & GRAPHICS	2010 010-442-010	REPAIRS TO COURTHOUSE	BECAI'S/MAIN.	06/18/2010	097197	40.00
WEBSTORM COMPUTERS	2010 010-444-022	PROFESSIONAL SERVICES	25.00-LABOR/TAX	06/18/2010	097198	25.00
WEBSTORM COMPUTERS	2010 010-444-022	PROFESSIONAL SERVICES	20.00-LABOR/CEA	06/18/2010	097198	20.00
WEST GROUP	2010 010-411-037	OFFICE SUPPLIES	1000712973/JR1	06/18/2010	097199	139.00
WILSON INSURANCE	2010 010-424-008	DEPUTIES SUPPLIES	NOTARY BOND/MAGNAN. 1555	06/18/2010	097200	71.00
WOODVILLE VETERINARY CLINI	2010 010-424-023	ANIMAL CONTROL	245/TCSD	06/18/2010	097201	37.20
WOODVILLE VETERINARY CLINI	2010 010-424-023	ANIMAL CONTROL	245/TCSD	06/18/2010	097201	69.39
WOODVILLE VETERINARY CLINI	2010 010-424-023	ANIMAL CONTROL	245/TCSD	06/18/2010	097201	16.30
XEROX CORPORATION	2010 010-440-015	SERVICE CONTRACTS	711233717/DECLK	06/18/2010	097202	151.66
TOTAL CHECKS WRITTEN						200,096.71
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						200,096.71

ROAD & BRIDGE 1
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
A-1 JOHNNY PORTABLE TOILET	2010 021-451-028	MACHINERY MAINTENANCE	37718/PCT.1	02/18/2010	097030	36.17
MILLISON CHEVROLET	2010 021-451-028	MACHINERY MAINTENANCE	7.00 LABDR/PCT.1	02/18/2010	097035	14.50
BEAUMONT TRACTOR COMPANY,	2010 021-451-028	MACHINERY MAINTENANCE	TYL500/PCT.1	02/18/2010	097073	302.09
BEAUMONT TRACTOR COMPANY,	2010 021-451-028	MACHINERY MAINTENANCE	3128928/PCT.1	02/18/2010	097072	122.70
CALDO CALLENS CO INC	2010 021-451-028	MACHINERY MAINTENANCE	TYL/PCT.1	02/18/2010	097077	441.79
CAF SHOP, THE	2010 021-451-044	UNIFORMS	3817 LABDR/PCT.1	02/18/2010	097079	140.78
B & D PLUMBING - 20	2010 021-451-028	MACHINERY MAINTENANCE	PCT.1	02/18/2010	097085	21.25
D & J TIRE, INC	2010 021-451-030	TIRES, TUBES	33652/PCT.1	02/18/2010	097084	295.24
ELLIOTT ELECTRIC SUPPLY	2010 021-451-028	MACHINERY MAINTENANCE	3321109/PCT.1	02/18/2010	097091	290.00
BARNER OIL, INC.	2010 021-451-028	GAS, OIL, GREASE	TYO3/PCT.1	02/18/2010	097102	1,242.06
HARBOR FREIGHT TOOLS	2010 021-451-028	MACHINERY MAINTENANCE	TYL9733/PCT.1	02/18/2010	097106	27.94
HESC BUSINESS SOLUTIONS	2010 021-451-028	MACHINERY MAINTENANCE	4100/PCT.1	02/18/2010	097101	342.12
LAKES AREA SEPTIC & SLUGS	2010 021-451-028	MACHINERY MAINTENANCE	12663/PCT.1	02/18/2010	097122	25.00
LAKEWAY TIRE & SERVICE	2010 021-451-030	TIRES, TUBES	29.00 LABDR/PCT.1	02/18/2010	097127	99.95
MATTS AUTOMOTIVE	2010 021-451-028	MACHINERY MAINTENANCE	327.72 LABDR/PCT.1	02/18/2010	097135	327.72
MODICA BROTHERS	2010 021-451-030	TIRES, TUBES	PCT.1	02/18/2010	097136	150.00
MODICA BROTHERS	2010 021-451-030	TIRES, TUBES	26.00 LABDR/PCT.1	02/18/2010	097136	364.07
MODICA BROTHERS	2010 021-451-030	TIRES, TUBES	102.00 LABDR/PCT.1	02/18/2010	097136	182.25
MUSTANG CAT	2010 021-451-028	MACHINERY MAINTENANCE	1244.70 LABDR/PCT.1	02/18/2010	097139	1,225.97
MALCOM WIRELESS COMMUNICAT	2010 021-451-028	MACHINERY MAINTENANCE	31641/PCT.1	02/18/2010	097140	10.95
DAVEILLY AUTO PARTS	2010 021-451-028	MACHINERY MAINTENANCE	321481/PCT.1	02/18/2010	097144	24.99
PARKER LUMBER	2010 021-451-028	MACHINERY MAINTENANCE	22700/PCT.1	02/18/2010	097147	13.52
PARKER LUMBER	2010 021-451-028	MACHINERY MAINTENANCE	22700/PCT.1	02/18/2010	097147	13.24
PARKER LUMBER	2010 021-451-028	MACHINERY MAINTENANCE	22700/PCT.1	02/18/2010	097147	13.12
PARKER LUMBER	2010 021-451-028	MACHINERY MAINTENANCE	22700/PCT.1	02/18/2010	097147	13.15
PARKER LUMBER	2010 021-451-028	MACHINERY MAINTENANCE	22700/PCT.1	02/18/2010	097147	13.55
PARKER LUMBER	2010 021-451-028	MACHINERY MAINTENANCE	22700/PCT.1	02/18/2010	097147	13.92
PAD HARDWARE & FEED	2010 021-451-028	MACHINERY MAINTENANCE	247/PCT.1	02/18/2010	097154	150.24
SUNAL PIPE AND SUPPLY	2010 021-451-031	CULVERTS	TYL001/PCT.1	02/18/2010	097152	170.00
SENECA WATER SUPPLY CORP.	2010 021-451-025	UTILITIES	146/PCT.1	02/18/2010	097160	12.07
SOUTH TEXAS JUDGE & COMM.	2010 021-451-042	TRAVEL, TRAINING & EDUCATI	25612, CONF./PCT.1	02/18/2010	097161	295.00
STORY-WRIGHT	2010 021-451-040	MISCELLANEOUS SUPPLIES	105140/PCT.1	02/18/2010	097172	12.00
BULLIVANS HARDWARE	2010 021-451-028	MACHINERY MAINTENANCE	TYLER CTY./PCT.1	02/18/2010	097174	22.97
TEXAS EQUIPMENT INC	2010 021-451-028	MACHINERY MAINTENANCE	00085/PCT.1	02/18/2010	097179	105.25
TEXAS EQUIPMENT INC	2010 021-451-028	MACHINERY MAINTENANCE	00085/PCT.1	02/18/2010	097179	49.50
TEXAS ASSOCIATION OF COUNT	2010 021-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	02/18/2010	097181	20.12
TEXAS ASSOCIATION OF COUNT	2010 021-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	02/18/2010	097181	1,277.90
TIMBERMANS SUPPLY	2010 021-451-028	MACHINERY MAINTENANCE	12023/PCT.1	02/18/2010	097182	21.02
TIMBERMANS SUPPLY	2010 021-451-028	MACHINERY MAINTENANCE	12023/PCT.1	02/18/2010	097182	21.02
TIMBERMANS SUPPLY	2010 021-451-028	MACHINERY MAINTENANCE	12023/PCT.1	02/18/2010	097182	22.02
TIMBERMANS SUPPLY	2010 021-451-028	MACHINERY MAINTENANCE	12023/PCT.1	02/18/2010	097182	22.02
TYLER COUNTY AUTO PARTS	2010 021-451-028	MACHINERY MAINTENANCE	2050/PCT.1	02/18/2010	097189	10.12
TYLER COUNTY TRACTOR	2010 021-451-028	MACHINERY MAINTENANCE	1256/PCT.1	02/18/2010	097192	13.52
VINYL CONNECTION	2010 021-451-028	MACHINERY MAINTENANCE	523/PCT.1	02/18/2010	097195	240.00
WAL-MART COMMUNITY/SEMS	2010 021-451-028	MACHINERY MAINTENANCE	5371/PCT.1	02/18/2010	097194	62.42

TOTAL CHECKS WRITTEN	11,246.92
TOTAL VOID CHECKS	0.00
TOTAL CHECK AMOUNT	11,246.92

ROAD & BRIDGE 11
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
ALLISON CHEVROLET	2010 022-451-028	MACHINERY MAINTENANCE	7.00 LABOR/PCT.2	06/18/2010	097085	14.50
ALLISON CHEVROLET	2010 022-451-028	MACHINERY MAINTENANCE	7.00 LABOR/PCT.2	06/18/2010	097085	14.50
ALLISON CHEVROLET	2010 022-451-028	MACHINERY MAINTENANCE	7.00 LABOR/PCT.2	06/18/2010	097085	14.50
ARAC TEXAS, INC.	2010 022-451-032	ROAD MATERIAL	510141/PCT.2	06/18/2010	097069	1,090.50
CAP SHOP, THE	2010 022-451-044	UNIFORMS	6 LOGOS/NAMES-PCT.2	06/18/2010	097079	49.00
D & D PLUMBING - DK	2010 022-451-028	MACHINERY MAINTENANCE	PCT.2	06/18/2010	097085	21.25
D & J TIRE, INC	2010 022-451-030	TIRES, TUBES	37013/PCT.2	06/18/2010	097084	79.52
EAST TEXAS MACHINE	2010 022-451-028	MACHINERY MAINTENANCE	34493/PCT.2	06/18/2010	097092	94.50
GARDNER OIL, INC.	2010 022-451-029	GAS, OIL, GREASE	TYCO PCT2	06/18/2010	097102	2,902.08
GARDNER OIL, INC.	2010 022-451-029	GAS, OIL, GREASE	TYCO PCT2	06/18/2010	097102	350.00
GULF WELDING SUPPLY CO.	2010 022-451-028	MACHINERY MAINTENANCE	030133/PCT.2	06/18/2010	097105	31.50
HSC BUSINESS SOLUTIONS	2010 022-451-028	MACHINERY MAINTENANCE	0012-0113.PCT.2	06/18/2010	097111	341.98
INTERSTATE BILLING SERVICE	2010 022-451-028	MACHINERY MAINTENANCE	212292/PCT.2	06/18/2010	097117	1,445.91
INTERSTATE BILLING SERVICE	2010 022-451-028	MACHINERY MAINTENANCE	212292/PCT.2	06/18/2010	097117	32.42
INTERSTATE BILLING SERVICE	2010 022-451-028	MACHINERY MAINTENANCE	215392/PCT.2	06/18/2010	097117	32.42
JERRY'S SAW SHOP	2010 022-451-028	MACHINERY MAINTENANCE	020545/PCT.2	06/18/2010	097123	234.27
LANSDOWNE-MOODY COMPANY LP	2010 022-451-028	MACHINERY MAINTENANCE	TYL50/PCT.2	06/18/2010	097128	142.79
MODICA BROTHERS	2010 022-451-030	TIRES, TUBES	45.00 LABOR/PCT.2	06/18/2010	097136	121.25
MODICA BROTHERS	2010 022-451-030	TIRES, TUBES	20.00 LABOR/PCT.2	06/18/2010	097136	20.00
MODICA BROTHERS	2010 022-451-030	TIRES, TUBES	21.00 LABOR/ PCT.2	06/18/2010	097136	44.25
MODICA BROTHERS	2010 022-451-030	TIRES, TUBES	45.00 LABOR/ PCT.2	06/18/2010	097136	145.55
MOORE, PHILLIP	2010 022-451-032	ROAD MATERIAL	2400.00 LABOR/PCT.2	06/18/2010	097137	2,400.00
MUSTANG CAT	2010 022-451-028	MACHINERY MAINTENANCE	078291/PCT.2	06/18/2010	097139	99.93
MUSTANG CAT	2010 022-451-028	MACHINERY MAINTENANCE	078291/PCT.2	06/18/2010	097139	59.48-
MUSTANG CAT	2010 022-451-028	MACHINERY MAINTENANCE	324.52 LABOR/PCT.2	06/18/2010	097139	551.38
MUSTANG CAT	2010 022-451-028	MACHINERY MAINTENANCE	078291/PCT.2	06/18/2010	097139	25.44-
O'REILLY AUTO PARTS	2010 022-451-028	MACHINERY MAINTENANCE	551222/PCT.2	06/18/2010	097144	193.26
O'REILLY AUTO PARTS	2010 022-451-028	MACHINERY MAINTENANCE	551222/PCT.2	06/18/2010	097144	5.48
O'REILLY AUTO PARTS	2010 022-451-028	MACHINERY MAINTENANCE	551222/PCT.2	06/18/2010	097144	11.80
RICHARDS' ELECTRIC SERVICE	2010 022-451-028	MACHINERY MAINTENANCE	15.00 LABOR/PCT.2	06/18/2010	097157	57.50
RURAL PIPE AND SUPPLY	2010 022-451-031	CULVERTS	TYL027/ PCT.2	06/18/2010	097155	2,067.54
RURAL PIPE AND SUPPLY	2010 022-451-031	CULVERTS	TYL027/ PCT.2	06/18/2010	097155	445.80
STEWART GLASS	2010 022-451-028	MACHINERY MAINTENANCE	78.50 LABOR/PCT.2	06/18/2010	097174	222.53
STEWART GLASS	2010 022-451-028	MACHINERY MAINTENANCE	125.00 LABOR/PCT.2	06/18/2010	097174	275.79
SULLIVANS HARDWARE	2010 022-451-028	MACHINERY MAINTENANCE	PCT.2	06/18/2010	097176	10.57
TELSTAR SPECIALTY PRODUCTS	2010 022-451-028	MACHINERY MAINTENANCE	4434/PCT.2	06/18/2010	097180	125.95
TELSTAR SPECIALTY PRODUCTS	2010 022-451-028	MACHINERY MAINTENANCE	4437/PCT.2	06/18/2010	097180	175.10
TEXAS ASSOCIATION OF COUNT	2010 022-442-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	27.06
TEXAS ASSOCIATION OF COUNT	2010 022-442-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	1,685.90
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	11.75
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	24.28-
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	34.25
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	27.25
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	29.15
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	1.02
TIMBERMANS SUPPLY	2010 022-451-028	MACHINERY MAINTENANCE	12024/PCT.2	06/18/2010	097182	1.99
TRUCK & EQUIPMENT REPAIR	2010 022-451-028	MACHINERY MAINTENANCE	100.00 LABOR/PCT.2	06/18/2010	097184	122.00
TRUCK & EQUIPMENT REPAIR	2010 022-451-028	MACHINERY MAINTENANCE	725.00 LABOR/PCT.2	06/18/2010	097184	725.00
TYCO GENERAL FEED & RANCH	2010 022-451-044	UNIFORMS	325478/PCT.2	06/18/2010	097185	524.90
U PUMP IT	2010 022-451-029	GAS, OIL, GREASE	UP TYLPC02/PCT.2	06/18/2010	097193	708.52

ROAD & BRIDGE II
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT

					TOTAL CHECKS WRITTEN	21,952.05
					TOTAL VOID CHECKS	0.00

					TOTAL CHECK AMOUNT	21,952.05

ROAD & BRIDGE III
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
BILLY WILLIAMS TRUCKING	2010 023-451-032	ROAD MATERIAL	5/12/10 PCT.3	06/18/2010	097073	10,498.41
BRYAN AND BRYAN ASPHALT RD	2010 023-451-032	ROAD MATERIAL	TYLER 3/PCT.3	06/18/2010	097075	227.00
BRYAN AND BRYAN ASPHALT RD	2010 023-451-032	ROAD MATERIAL	TYLER 3/PCT.3	06/18/2010	097075	18,222.00
BRYAN AND BRYAN ASPHALT RD	2010 023-451-032	ROAD MATERIAL	TYLER 3/PCT.3	06/18/2010	097075	18,222.00
BRYAN AND BRYAN ASPHALT RD	2010 023-451-032	ROAD MATERIAL	TYLER 3/PCT.3	06/18/2010	097075	18,222.00
CALED CALLENS CO INC	2010 023-451-025	MACHINERY MAINTENANCE	TYL3/PCT.3	06/18/2010	097077	1,416.60
D & D PLUMBING - DK	2010 023-451-025	MACHINERY MAINTENANCE	PCT.3	06/18/2010	097025	51.25
EDDING STEMS, LLC	2010 023-451-040	MISCELLANEOUS SUPPLIES	10-891004/PCT.3	06/18/2010	097098	122.72
GARDNER OIL, INC.	2010 023-451-029	GAS, OIL, GREASE	TY02 PCT3/PCT.3	06/18/2010	097101	3,947.91
JACK ALEXANDER, LTD.	2010 023-451-032	ROAD MATERIAL	TYL003/PCT.3	06/18/2010	097019	10,556.81
LAKE AREAS SEPTIC & SLUDGE	2010 023-451-040	MISCELLANEOUS SUPPLIES	18517/PCT.3	06/18/2010	097121	200.00
LAKEWAY TIRE & SERVICE	2010 023-451-030	TIRES, TUBES	20.00 LABOR/PCT.3	06/18/2010	097127	815.45
LAKEWAY TIRE & SERVICE	2010 023-451-030	TIRES, TUBES	17.25 LABOR/PCT.3	06/18/2010	097127	109.20
LAKEWAY TIRE & SERVICE	2010 023-451-030	TIRES, TUBES	92.50 LABOR/PCT.3	06/18/2010	097127	145.45
MARTINS TRU-VALUE HDWE.	2010 023-451-028	MACHINERY MAINTENANCE	13201/PCT.3	06/18/2010	097134	147.04
MUSTANG CAT	2010 023-451-028	MACHINERY MAINTENANCE	767.97 LABOR/PCT.3	06/18/2010	097139	1,544.75
MUSTANG CAT	2010 023-453-045	PURCHASE OF EQUIPMENT	0792220/PCT.3	06/18/2010	097139	17,000.00
POWERPLAN	2010 023-451-028	MACHINERY MAINTENANCE	8850454592/PCT.3	06/18/2010	097151	559.25
RURAL PIPE AND SUPPLY	2010 023-451-031	CULVERTS	TYL003/PCT.3	06/18/2010	097158	1,594.09
SEXTON, MATTIE M	2010 023-451-040	MISCELLANEOUS SUPPLIES	5/7/10/PCT.3 BARN	06/18/2010	097162	35.00
SEXTON, MATTIE M	2010 023-451-040	MISCELLANEOUS SUPPLIES	5/31/10PCT.3	06/18/2010	097162	35.00
SOUTHERN TIRE MART, LLC	2010 023-451-030	TIRES, TUBES	115326/PCT.3	06/18/2010	097166	2,257.60
TELSTAR SPECIALTY PRODUCTS	2010 023-451-028	MACHINERY MAINTENANCE	0401/PCT.3	06/18/2010	097180	184.00
TEXAS ASSOCIATION OF COUNT	2010 023-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	87.00
TEXAS ASSOCIATION OF COUNT	2010 023-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	1,927.25
TINBERMANS SUPPLY	2010 023-451-028	MACHINERY MAINTENANCE	12025/PCT.3	06/18/2010	097182	58.70
TINBERMANS SUPPLY	2010 023-451-028	MACHINERY MAINTENANCE	12025/PCT.3	06/18/2010	097182	45.00
TINBERMANS SUPPLY	2010 023-451-028	MACHINERY MAINTENANCE	12025/PCT.3	06/18/2010	097182	51.00
TYLER COUNTY AUTO PARTS	2010 023-451-028	MACHINERY MAINTENANCE	7052/PCT.3	06/18/2010	097189	21.27
TYLER COUNTY AUTO PARTS	2010 023-451-028	MACHINERY MAINTENANCE	7053/PCT.3	06/18/2010	097189	19.95
U PUMP IT	2010 023-451-029	GAS, OIL, GREASE	08 TY02PCT3/PCT.3	06/18/2010	097193	62.93
TOTAL CHECKS WRITTEN						146,820.91
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						146,820.91

ROAD & BRIDGE IV
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
BEGUMONT FREIGHTLINE#-STER	2010 024-451-028	MACHINERY MAINTENANCE	452.00-LABOR/PCT,4	06/18/2010	097071	1,094.38
CINTAS CORPORATION #084	2010 024-451-044	UNIFORMS	084-01423/PCT,4	06/18/2010	097081	43.75
CINTAS CORPORATION #084	2010 024-451-044	UNIFORMS	084-01423/PCT,4	06/18/2010	097081	43.75
CINTAS CORPORATION #084	2010 024-451-044	UNIFORMS	084-01423/PCT,4	06/18/2010	097081	43.75
CINTAS CORPORATION #084	2010 024-451-044	UNIFORMS	084-01423/PCT,4	06/18/2010	097081	43.75
D & D PLUMBING - DK	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097085	61.25
ELLIOTT ELECTRIC SUPPLY	2010 024-451-028	MACHINERY MAINTENANCE	3223109/PCT,4	06/18/2010	097093	187.35
ELLIS TRUCK & TRAILER PART	2010 024-451-028	MACHINERY MAINTENANCE	100151/PCT,4	06/18/2010	097095	21.09
ETOX INC.	2010 024-451-045	PURCHASE OF EQUIPMENT	7/L203/PCT,4	06/18/2010	097095	1,394.00
FORTENBERRY ELECTRIC	2010 024-451-028	MACHINERY MAINTENANCE	125130-LABOR/PCT,4	06/18/2010	097101	121.70
GARDNER OIL, INC.	2010 024-451-029	GAS, OIL, GREASE	7910/PCT,4	06/18/2010	097102	3,691.02
HOLLIS TIRE CO.	2010 024-451-028	TIRES, TUBES	3122/PCT,4	06/18/2010	097110	11.00
HSBC BUSINESS SOLUTIONS	2010 024-451-028	MACHINERY MAINTENANCE	0134/PCT,4	06/18/2010	097111	312.62
HSBC BUSINESS SOLUTIONS	2010 024-451-028	MACHINERY MAINTENANCE	0134/PCT,4	06/18/2010	097111	312.62
HSBC BUSINESS SOLUTIONS	2010 024-451-028	MACHINERY MAINTENANCE	0134/PCT,4	06/18/2010	097111	160.25
HSBC BUSINESS SOLUTIONS	2010 024-451-028	MACHINERY MAINTENANCE	0134/PCT,4	06/18/2010	097111	125.29
INTERSTATE BILLING SERVICE	2010 024-451-028	MACHINERY MAINTENANCE	400614/PCT,4	06/18/2010	097117	31.97
JASPER COUNTY TRACTOR FEED	2010 024-451-028	MACHINERY MAINTENANCE	70/PCT,4	06/18/2010	097121	924.27
MODICA BROTHERS	2010 024-451-028	MACHINERY MAINTENANCE	309.05 LABOR/PCT,4	06/18/2010	097124	209.90
MODICA BROTHERS	2010 024-451-028	MACHINERY MAINTENANCE	349.25 LABOR/PCT,4	06/18/2010	097124	594.15
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	6.81
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	22.79
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	324.13
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	12.34
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	167.25
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	120.70
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	PCT,4	06/18/2010	097133	13.40
MOTT WHOLESALE, INC.	2010 024-451-028	MACHINERY MAINTENANCE	12620/PCT,4	06/18/2010	097133	245.74
RURAL PIPE AND SUPPLY	2010 024-451-031	CULVERTS	TYLER4/PCT,4	06/18/2010	097173	74.12
STEWART GLASS	2010 024-451-028	MACHINERY MAINTENANCE	TYLER0/PCT,4	06/18/2010	097174	288.00
TEXAS ASSOCIATION OF COUNT	2010 024-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	97.07
TEXAS ASSOCIATION OF COUNT	2010 024-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	2,001.31
TRUCK & EQUIPMENT REPAIR	2010 024-451-028	MACHINERY MAINTENANCE	100.00 LABOR/PCT,4	06/18/2010	097184	100.00
TOTAL CHECKS WRITTEN						16,525.98
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						16,525.98

TYLER CO. RODEO ARENA/FAIRBEND
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
PARKER LUMBER	0010 028-451-028	REPAIRS & MAINTENANCE	20705/RODEO ARENA	06/18/2010	097107	13.77

						TOTAL CHECKS WRITTEN 13.77
						TOTAL VOID CHECKS 0.00

						TOTAL CHECK AMOUNT 13.77

COUNTY CLERK RMP
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
IMAGE TEX.	2010 031-452-041	MISC. EXPENSE-RMP	LEAD/DECK	06/18/2010	097112	1,485.00
NET DATA CORP.	2010 031-452-041	MISC. EXPENSE-RMP	TYL/COVER/COOLA	06/12/2010	097141	122.00
TEXAS ASSOCIATION OF COUNT	2010 031-451-002	WORKERS COMPENSATION-ARCA	2010 3RD QUARTER	06/18/2010	097121	7.41

TOTAL CHECKS WRITTEN						1,717.41
TOTAL VOID CHECKS						0.00

TOTAL CHECK AMOUNT						1,717.41

SHERIFF FORFEITURE
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
NALCOM WIRELESS COMMUNICAT	2010 033-453-04E	EQUIPMENT	20.00-LABOR/TCSD	06/18/2010	097140	731.50

TOTAL CHECKS WRITTEN						731.50
TOTAL VOID CHECKS						0.00

TOTAL CHECK AMOUNT						731.50

DISTRICT CLERK RMP
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
SOUTHWESTERN FINANCIAL	2010 034-451-050	RECORDS PRESERVATION	100274/BSCLK	06/18/2010	097169	177.15
SOUTHWESTERN FINANCIAL	2010 034-451-050	RECORDS PRESERVATION	501199/BSCLK	06/18/2010	097169	652.00
TOTAL CHECKS WRITTEN						830.15
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						830.15

LIBRARY FUND
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
LEXIS NEXIS	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	113446/CDA	06/18/2010	097130	77.00
LEXIS NEXIS	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	113446/CDA	06/18/2010	097130	77.00
LEXIS NEXIS	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	139678/DSJUD	06/18/2010	097130	40.00
WEST GROUP	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	1000443695/COJUD	06/18/2010	097199	204.00
WEST GROUP	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	1000443695/COJUD	06/18/2010	097199	204.00
WEST GROUP	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	1000705398/CDA	06/18/2010	097199	405.00
WEST GROUP	2010 036-492-050	LIBRARY BOOKS & SUPPLIES	1000705398/CDA	06/18/2010	097199	398.25
TOTAL CHECKS WRITTEN						1,345.25
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						1,345.25

T C COLLECTION CENTER
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
FORTENBERRY ELECTRIC	2010 037-451-028	MACHINERY MAINTENANCE	200.00-LABOR/COLL CTR	06/18/2010	097101	200.00
GARDNER OIL, INC.	2010 037-451-029	GAS, OIL, GREASE	TYDD COLLECTION/COLL CTR	06/18/2010	097102	902.30
WEST HARRIS CO LANDFILL	2010 037-451-043	CONTAINER HAULS	052032696/COLL. CTR.	06/18/2010	097112	1,984.00
WEST HARRIS CO LANDFILL	2010 037-451-043	CONTAINER HAULS	052032696/COLL. CTR.	06/18/2010	097112	1,984.00
TEXAS ASSOCIATION OF COUNT	2010 037-449-005	WORKER'S COMPENSATION	2010 2RD QUARTER	06/18/2010	097101	476.36
TOTAL CHECKS WRITTEN						5,546.66
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						5,546.66

EMERGENCY DISASTER RELIEF
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
KNIFE RIVER	2010 048-451-047	PROFESSIONAL SERVICES	410077/901.1	06/18/2010	097195	1,568.00

TOTAL CHECKS WRITTEN						1,568.00
TOTAL VOID CHECKS						0.00

TOTAL CHECK AMOUNT						1,568.00

Z D A FEES
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
MUSIC MOUNTAIN WATER CO	2010 050-492-005	MISCELLANEOUS	8165R100/CDA	06/13/2010	097057	51.12
W PUMP IT	2010 050-492-005	MISCELLANEOUS	LP DRINKS UF/CDA	06/18/2010	097193	122.48
WAL-MART COMMUNITY/GENB	2010 050-492-005	MISCELLANEOUS	9428/CDA	06/18/2010	09719A	51.00
TOTAL CHECKS WRITTEN						240.58
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						240.58

ADULT PROBATION
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
A T & T MOBILITY	2010 053-451-009	UTILITIES	889851812/DSJUD	06/18/2010	097082	103.83
ALERE TOXICOLOGY SERVICES,	2010 053-437-007	CCP SUPPLIES & OPERATING E	COMART, JOE/CSCD	06/18/2010	097084	15.00
AMERICAN	2010 053-437-007	CCP SUPPLIES & OPERATING E	88001/CSCD	06/18/2010	097085	115.00
AMERICAN EXPRESS	2010 053-451-010	EQUIPMENT	88001/CSCD	06/18/2010	097086	3,225.69
CORRECTIONS SOFTWARE SOLUT	2010 053-451-016	PROFESSIONAL FEES	JULY 2010/CSCD	06/18/2010	097088	995.00
DE LABE LANDEN PUBLIC FINA	2010 053-437-007	CCP SUPPLIES & OPERATING E	880597/CSCD	06/18/2010	097088	105.50
D'NEAL, MATT	2010 053-451-015	TRAVEL/FURNISHED TRANSPORT	MILE/SAE TRAINING	06/18/2010	097143	84.00
TYLER COUNTY	2010 053-437-014	CCP CONTRACT SERV FOR OFFE	COMM. SRV. FEE/JUNE 2010	06/18/2010	097186	2,000.00
TYLER COUNTY AUDITOR	2010 053-451-016	PROFESSIONAL FEES	FY 2010 FISCAL SVC.FEE	06/18/2010	097188	733.00
WAL-MART COMMUNITY/GEMB	2010 053-437-007	CCP SUPPLIES & OPERATING E	8979/CSCD	06/18/2010	097196	50.42
WALLING SIGNS & GRAPHICS	2010 053-437-007	CCP SUPPLIES & OPERATING E	BS. CARDS/CSCD	06/18/2010	097197	116.00
WEBSTORM COMPUTERS	2010 053-451-007	SUPPLIES & OPERATING EXPEN	300.00 LABOR/CSCD	06/18/2010	097198	300.00
TOTAL CHECKS WRITTEN						7,853.34
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						7,853.34

JUVENILE PROBATION
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/SEASON	DATE	CHECK	AMOUNT
ALERE TOXICOLOGY SERVICES,	2010 054-437-007	OFFICE SUPPLIES-COMMUNITY	125517/C900	06/12/2010	097064	15.00
ALERE TOXICOLOGY SERVICES,	2010 054-437-007	OFFICE SUPPLIES-COMMUNITY	125517/C900	06/18/2010	097064	15.00
HARDIN COUNTY	2010 054-363-035	DETENTION COLLECTED	20020133/JUPRO	06/18/2010	097107	1,050.00
HARDIN COUNTY	2010 054-363-035	DETENTION COLLECTED	20020134/JUPRO	06/18/2010	097107	1,575.00
TEXAS ASSOCIATION OF COUNT	2010 054-451-005	WORKERS COMP-RES SUPER	2010 3RD QUARTER	06/18/2010	097181	21.19
TEXAS ASSOCIATION OF COUNT	2010 054-437-005	WORKER'S COMPENSATION-COMM	2010 3RD QUARTER	06/18/2010	097181	21.19
TEXAS ASSOCIATION OF COUNT	2010 054-451-005	WORKERS COMP-RES SUPER	2010 3RD QUARTER	06/18/2010	097181	29.01
TOTAL CHECKS WRITTEN						2,712.27
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						2,712.27

EMERGENCY OPERATIONS CENTER
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
AAA RELIABLE TELEPHONE/ELE	2010 076-451-009	TELEPHONE	275.00 LABOR/EOC	06/18/2010	097051	575.00
DATA COLLECTION SPECIALIST	2010 076-451-007	OFFICE SUPPLIES	7649/EOC	06/18/2010	097087	257.40
GARDNER OIL, INC.	2010 076-451-030	SERVICE OF GENERATORS	TYCO EMER/EOC	06/18/2010	097102	345.95
INDOFF OFFICE SUPPLIES	2010 076-451-007	OFFICE SUPPLIES	183622/EOC	06/18/2010	097114	24.55
NALCOM WIRELESS COMMUNICAT	2010 076-453-045	STANDBY MAINTENANCE	31628/EOC	06/18/2010	097140	60.00
NALCOM WIRELESS COMMUNICAT	2010 076-453-045	STANDBY MAINTENANCE	31640/EOC	06/18/2010	097140	45.00
PARKER LUMBER	2010 076-453-045	STANDBY MAINTENANCE	22735/EOC	06/18/2010	097147	22.95
SULLIVANS HARDWARE	2010 076-451-007	OFFICE SUPPLIES	PHONE JACK/EOC	06/18/2010	097176	2.45
TEXAS ASSOCIATION OF COUNT	2010 076-448-005	WORKERS COMPENSATION	2010 3RD QUARTER	06/18/2010	097181	13.95
V PUMP IT	2010 076-451-029	STANDBY FUEL	05 TYCO EMER NOTE	06/18/2010	097193	65.41
WALLING SIGNS & GRAPHICS	2010 076-451-007	OFFICE SUPPLIES	PAROS/EOC	06/18/2010	097197	25.00
TOTAL CHECKS WRITTEN						1,266.19
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						1,266.19

TYLER COUNTY NUTRITION CENTER
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
ADVANCED SYSTEMS & ALARMS	2010 089-451-028	REPAIRS & MAINTENANCE	106930/NUTR. CTR.	06/18/2010	097063	245.00
DISCOUNT PEST CONTROL	2010 089-451-028	REPAIRS & MAINTENANCE	125.00 LABOR/NUTR. CTR.	06/18/2010	097090	125.00
FORTENBERRY ELECTRIC	2010 089-451-028	REPAIRS & MAINTENANCE	150.00-LABOR-NUTRIT CTR	06/18/2010	097101	150.00
PARKER LUMBER	2010 089-451-028	REPAIRS & MAINTENANCE	227.00/NUTR. CTR.	06/18/2010	097147	12.99
TOTAL CHECKS WRITTEN						580.99
TOTAL VOID CHECKS						0.00
TOTAL CHECK AMOUNT						580.99

DETC06 SOCIAL SERVICES BLOCK B
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
TYLER COUNTY HOSPITAL	2010 100-451-040	INDIRECT COSTS	GREGORY, MICHAEL E.	06/18/2010	097191	55.00
TYLER COUNTY HOSPITAL	2010 100-451-040	INDIRECT COSTS	JOHNSTON, REX B.	06/18/2010	097191	55.00
TYLER COUNTY HOSPITAL	2010 100-451-040	INDIRECT COSTS	SMITH, MARIETTA	06/18/2010	097191	55.00

TOTAL CHECKS WRITTEN						165.00
TOTAL VOID CHECKS						0.00

TOTAL CHECK AMOUNT						165.00

TOTAL ALL CHECKS
ALL CHECKS

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	CHECK	AMOUNT
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						TOTAL CHECKS WRITTEN	421,613.68
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						TOTAL CHECKS VOIDED	0.00
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						GRAND TOTAL AMOUNT	421,613.68
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Publish two times
____ Newspaper
____ Court Agenda
____ County Clerk

NOTICE TO BIDDERS

Sealed bids addressed to the County of Tyler for the following:

ID# 06182010-01 1989 Chevrolet Pickup Vin. #7451

Will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas, until 10:00 a.m. on July 12, 2010, at which time and place all bids received will be publicly opened. **FACSIMILIES SHALL NOT BE ACCEPTED.**

Specifications may be secured at the office of the County Auditor.

PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING. REMIT SIX COPIES ALONG WITH ORIGINAL BID.

Information may be obtained by contacting Robert Brittain 409-377-1474 at the Tyler County Courthouse Maintenance Dept. or it may be seen at the Tyler County Municipal Airport.

The County reserves the right to award by unit cost or lump sum discounted.

Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale.

**JOYCE MOORE
COUNTY AUDITOR
TYLER COUNTY, TEXAS**

From:
Joe Smith

§ 81.030

ORGANIZATION OF COUNTY GOVERNMENT
Title 3

§ 81.030. Testimony Before Commissioners Court

The commissioners court may require that testimony before the court be given under oath. A person who makes a false statement under oath is subject to prosecution under Section 37.02, Penal Code.

Added by Acts 1997, 75th Leg., ch. 390, § 1, eff. May 28, 1997. Renumbered from V.T.C.A., Local Government Code § 81.031 by Acts 1999, 76th Leg., ch. 62, § 13.03(d), eff. Sept. 1, 1999.

Historical and Statutory Notes

Former Sections:

A former § 81.030 was renumbered as V.T.C.A., Local Government Code § 89.003 by Acts 1999, 76th Leg., ch. 62, § 13.03(b).

Library References

Counties ¶52.
Westlaw Topic No. 104.
C.J.S. Counties § 79.

Research References

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 5.5, Terms, Sessions, and Meetings.

§ 81.031. Renumbered as V.T.C.A., Local Government Code § 81.030 by Acts 1999, 76th Leg., ch. 62, § 13.03(d), eff. Sept. 1, 1999

§ 81.032. Acceptance of Donations and Bequests

The commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county for the purpose of performing a function conferred by law on the county or a county officer.

Added by Acts 1999, 76th Leg., ch. 172, § 1, eff. Aug. 30, 1999.

Library References

Counties ¶103.
Westlaw Topic No. 104.
C.J.S. Counties § 143.

Research References

Treatises and Practice Aids

Brooks, 35 Tex. Prac. Series § 9.1, Ownership of Property.

PROPERTY TAX COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF TYLER

This contract is between Tyler County, hereinafter referred to as "COUNTY", and the City of Ivanhoe, hereinafter referred to as "CITY", and is entered into under the provisions of Title 7, Government Code and Chapter 6, Property Tax Code.

I. PURPOSE

The parties to this contract wish to consolidate the collection of certain property taxes specified hereinafter, into one entity, COUNTY, under the provisions of §6.24 of the Property Tax Code.

II. TERMS

This contract shall be effective from September 1, 2010 through August 31, 2011, and thereafter for yearly terms commencing on September 1 of each year and ending on August 31 of each year, until terminated by one or more of the parties pursuant to the termination provisions of this contract. This contract is for the collection of Property Taxes applicable to property assessed by CITY.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tyler County Tax Assessor-Collector is hereby designated as Tax Assessor-Collector for CITY and further designated as the person to perform all duties under the provisions of Section 26.04 Texas Property Tax Code.

IV. SERVICES TO BE PERFORMED

COUNTY agrees to perform all necessary collection functions authorized by law for CITY. The functions shall include:

- a. Calculation of the effective tax rate and rollback rate each year
- b. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- c. Mailing of current and all required delinquent tax statements.
- d. Proration of tax bills as required.
- e. Correction of tax bills as required.
- f. Preparation of tax receipts.
- g. Preparation of tax certificates.
- h. Collection of current and delinquent taxes.
- i. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

At the termination of this Contract for any reason, COUNTY shall return copies of all collection records it holds concerning CITY within fifteen (15) days after receipt of notice of termination of this contract as provided hereinbelow.

Any disputes that arise as to the validity of any tax records that have been transferred to COUNTY shall be decided by the governing body of the CITY. shall refer any such disputes to CITY, and the CITY shall notify COUNTY of its decision as to the validity of any disputed records.

VI. EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS

CITY expressly authorizes COUNTY to employ by contract legal counsel for the enforced collection of delinquent taxes at a fee not exceeding 20% of the delinquent taxes, penalties and interest collected. Payment of counsel shall be made by COUNTY, pursuant to such contract, from the delinquent taxes, penalties, and interest collected on behalf of CITY. COUNTY shall authorize said counsel to institute and prosecute delinquent tax suits and any other required legal actions on behalf of CITY to collect its taxes.

VII. AUDIT

Tax rolls and collections therefrom, delinquent and current, will be audited by CITY'S auditor. All books will be made available by COUNTY in its office to CITY'S auditor. The cost will be born by CITY as a part of CITY'S annual audit.

VIII. SURETY BOND

COUNTY agrees to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as Assessor-Collector for CITY. Such bond shall be payable to COUNTY to reimburse CITY.

IX. REMITTANCE OF TAX COLLECTIONS

The taxes collected for CITY shall be remitted to it as often as requested.

X. REPORTS

COUNTY further agrees to make reports of its collection of taxes, penalties and interest to CITY on a monthly basis. A cumulative annual report for the preceding

twelve months shall be prepared by COUNTY and furnished to CITY after the conclusion of each collection year, but before October 1 of the year.

XI. REFUNDS

COUNTY shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. COUNTY shall pay all refunds which are found to be due and owing from current collections on hand for CITY. If amounts to be refunded exceed current collections on hand, COUNTY shall retain the collections received for CITY until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, COUNTY shall notify CITY of the amount needed to pay refunds due and CITY shall within thirty days of such notice remit such additional amount to COUNTY, which shall forthwith make the refund.

CITY designates the Tyler County Tax Assessor/Collector as its auditor for the sole purpose of approving refunds as required by §31.11 of the Property Tax Code up to the amount of \$500.00. All refund requests in excess of \$500.00 shall be sent to CITY by COUNTY for approval by its City's auditor, and if the refund request is in excess of \$500.00, for approval by its governing body. COUNTY shall send such refund request within seven days of processing, and CITY shall have such refunds approved and the request returned to COUNTY for payment within thirty (30) days of receipt. The monthly report of collections forwarded from COUNTY to the CITY shall also report all refunds paid out.

COUNTY shall pay all refunds due within sixty (60) days after due. Failure of COUNTY or CITY to act within any time stated in this provision, which results in the

accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ the accrued interest.

XII. REGISTRATION AND CERTIFICATION BY T.D.L.R.

COUNTY expressly agrees that all personnel engaged in its collection functions who are required by law to be registered shall remain at all times registered and shall become certified as required by the terms and provisions of Article 8885, V.T.C.S. as amended.

XIII. PAYMENT FOR COLLECTION SERVICES

AMOUNT OF PAYMENT

- (1) CITY shall pay to COUNTY its pro-rata share of the cost of collecting taxes.
- (2) The COUNTY annual fee for its cost of assessing and collecting taxes for all participating taxing units each year during the normal budget process for COUNTY shall be .70c for each parcel on the CITY's certified tax roll. The estimate of the cost of assessing and collecting shall be approved in the same manner as the rest of COUNTY budget, however the cost of assessment and collection shall be separately stated from the remainder of the COUNTY budget. Should the amount estimated for assessment and collection prove insufficient, COUNTY may amend the budget at that time by utilizing the same procedure normally used to amend COUNTY's budget.
- (3) In the event payment received in any one year exceeds the actual cost of assessing and collecting, COUNTY shall reimburse CITY the excess funds.

METHOD OF PAYMENT

COUNTY shall collect on a quarterly basis from CITY the amount of money agreed to pay for the cost of assessing and collecting for CITY. Payments are due at the beginning of each calendar quarter.

OTHER PAYMENT PROVISIONS

In the event that the governing body of CITY fails to adopt its tax rate, or fails to notify COUNTY of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, COUNTY shall calculate the cost of preparing, mailing and processing separate tax statements for the CITY. COUNTY shall forward to CITY its notification of these costs for the separate statements and their processing and CITY agrees to pay such costs within thirty days of receiving the notice from COUNTY.

In the event that CITY shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statements and the processing of refunds, CITY agrees to reimburse COUNTY within thirty days after notice from COUNTY of the costs of providing these additional statements and processing these refunds.

If CITY shall, in any year in which this contract is in effect, elect to allow discounts on current years taxes under §31.05 of the Property Tax Code, COUNTY shall calculate the actual additional costs of collections attributable to such allowance by all taxing units allowing discounts that year. Such additional costs shall be borne proportionally by CITY and such other taxing units for whom COUNTY collects and which allow discounts. Each such taxing unit's share of these additional costs is calculated according to the ratio of its prior year levy to the combined prior year levies of

all such units. Such additional costs will not be allocated to all taxing units as described in the paragraph above, but shall be borne exclusively by the units allowing discounts.

All revenue received from the sale of tax certificates by COUNTY shall be retained by COUNTY as revenue to be applied against its collections expense budget for the year in which it is received.

XIV. TERMINATION

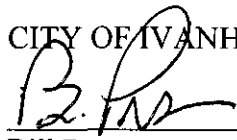
This contract may be terminated by COUNTY or by CITY effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the 1st day of June immediately preceding the September 30 effective date. CITY shall not be liable for the payment due on October 1 of such year, but shall be liable for making its other quarterly payments that year.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

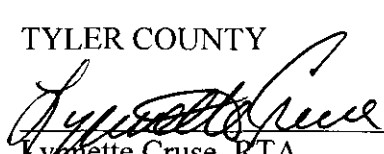
XIV. NONLIABILITY FOR FAILURE TO COLLECT

COUNTY shall not be liable to CITY for any failure to collect any tax, penalty or interest under any provision of this Contract

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the dates shown.

CITY OF IVANHOE


Bill Preston
Mayor, City of Ivanhoe

TYLER COUNTY


Lynette Cruse, RTA
Tax Assessor-Collector
Tyler County

David "CD" Wood
Attest:
David "C.D." Woodrome
City Secretary

Jacques Blanchette
Jacques Blanchette
County Judge
Tyler County

Donece Gregory by Wanda Johnston
Attest:
Donece Gregory
County Clerk
Tyler County

5/13/2010
Date Signed

6-18-2010
Date Signed

PROPERTY TAX COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF TYLER

This contract is between Tyler County, hereinafter referred to as "COUNTY," and the City of Ivanhoe North, hereinafter referred to as "CITY", and is entered into under the provisions of Title 7, Government Code and Chapter 6, Property Tax Code.

I. PURPOSE

The parties to this contract wish to consolidate the collection of certain property taxes specified hereinafter, into one entity, Tyler County Tax Assessor-Collector, under the provisions of §6.24 of the Property Tax Code.

II. TERMS

This contract shall be effective from September 1, 2010 through August 31, 2011, and thereafter for yearly terms commencing on September 1 of each year and ending on August 31 of each year, until terminated by one or more of the parties pursuant to the termination provisions of this contract. This contract is for the collection of Property Taxes applicable to property assessed by CITY.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tyler County Tax Assessor-Collector is hereby designated as Tax Assessor-Collector for CITY and further designated as the person to perform all duties under the provisions of Section 26.04 Texas Property Tax Code.

IV. SERVICES TO BE PERFORMED

COUNTY agrees to perform all necessary collection functions authorized by law for CITY. The functions shall include:

- a. Calculation of the effective tax rate and rollback rate each year
- b. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- c. Mailing of current and all required delinquent tax statements.
- d. Proration of tax bills as required.
- e. Correction of tax bills as required.
- f. Preparation of tax receipts.
- g. Preparation of tax certificates.
- h. Collection of current and delinquent taxes.
- i. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

At the termination of this Contract for any reason, COUNTY shall return copies of all collection records it holds concerning CITY within fifteen (15) days after receipt of notice of termination of this contract as provided hereinbelow.

Any disputes that arise as to the validity of any tax records that have been transferred to COUNTY shall be decided by the governing body of the CITY. COUNTY shall refer any such disputes to CITY, and the CITY shall notify COUNTY of its decision as to the validity of any disputed records.

VI. EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS

CITY expressly authorizes COUNTY to employ by contract legal counsel for the enforced collection of delinquent taxes at a fee not exceeding 20% of the delinquent taxes, penalties and interest collected. Payment of counsel shall be made by COUNTY, pursuant to such contract, from the delinquent taxes, penalties, and interest collected on behalf of CITY. COUNTY shall authorize said counsel to institute and prosecute delinquent tax suits and any other required legal actions on behalf of CITY to collect its taxes.

VII. AUDIT

Tax rolls and collections therefrom, delinquent and current, will be audited by CITY'S auditor. All books will be made available by COUNTY in its office to CITY'S auditor. The cost will be born by CITY as a part of CITY'S annual audit.

VIII. SURETY BOND

COUNTY agrees to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as Assessor-Collector for CITY. Such bond shall be payable to COUNTY to reimburse CITY.

IX. REMITTANCE OF TAX COLLECTIONS

The taxes collected for CITY shall be remitted to it as often as requested.

X. REPORTS

COUNTY further agrees to make reports of its collection of taxes, penalties and interest to CITY on a monthly basis. A cumulative annual report for the preceding

twelve months shall be prepared by COUNTY and furnished to CITY after the conclusion of each collection year, but before October 1 of the year.

XI. REFUNDS

COUNTY shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. COUNTY shall pay all refunds which are found to be due and owing from current collections on hand for CITY. If amounts to be refunded exceed current collections on hand, COUNTY shall retain the collections received for CITY until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, COUNTY shall notify CITY of the amount needed to pay refunds due and CITY shall within thirty days of such notice remit such additional amount to COUNTY, which shall forthwith make the refund.

CITY designates the Tyler County Tax Assessor/Collector as its auditor for the sole purpose of approving refunds as required by §31.11 of the Property Tax Code up to the amount of \$500.00. All refund requests in excess of \$500.00 shall be sent to CITY by COUNTY for approval by its City's auditor, and if the refund request is in excess of \$500.00, for approval by its governing body. COUNTY shall send such refund request within seven days of processing, and CITY shall have such refunds approved and the request returned to COUNTY for payment within thirty (30) days of receipt. The monthly report of collections forwarded from COUNTY to the CITY shall also report all refunds paid out.

COUNTY shall pay all refunds due within sixty (60) days after due. Failure of COUNTY or CITY to act within any time stated in this provision, which results in the

accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ the accrued interest.

XII. REGISTRATION AND CERTIFICATION BY T.D.L.R.

COUNTY expressly agrees that all personnel engaged in its collection functions who are required by law to be registered shall remain at all times registered and shall become certified as required by the terms and provisions of Article 8885, V.T.C.S. as amended.

XIII. PAYMENT FOR COLLECTION SERVICES

AMOUNT OF PAYMENT

- (1) CITY shall pay to COUNTY its pro-rata share of the cost of collecting taxes.
- (2) The COUNTY annual fee for its cost of assessing and collecting taxes for all participating taxing units each year during the normal budget process for COUNTY shall be .70c for each parcel on the CITY's certified tax roll. The estimate of the cost of assessing and collecting shall be approved in the same manner as the rest of COUNTY budget, however the cost of assessment and collection shall be separately stated from the remainder of the COUNTY budget. Should the amount estimated for assessment and collection prove insufficient, COUNTY may amend the budget at that time by utilizing the same procedure normally used to amend COUNTY's budget.
- (3) In the event payment received in any one year exceeds the actual cost of assessing and collecting, COUNTY shall reimburse CITY the excess funds.

METHOD OF PAYMENT

COUNTY shall collect on a quarterly basis from CITY the amount of money agreed to pay for the cost of assessing and collecting for CITY. Payments are due at the beginning of each calendar quarter.

OTHER PAYMENT PROVISIONS

In the event that the governing body of CITY fails to adopt its tax rate, or fails to notify COUNTY of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, COUNTY shall calculate the cost of preparing, mailing and processing separate tax statements for the CITY. COUNTY shall forward to CITY its notification of these costs for the separate statements and their processing and CITY agrees to pay such costs within thirty days of receiving the notice from COUNTY.

In the event that CITY shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statements and the processing of refunds, CITY agrees to reimburse COUNTY within thirty days after notice from COUNTY of the costs of providing these additional statements and processing these refunds.

If CITY shall, in any year in which this contract is in effect, elect to allow discounts on current years taxes under §31.05 of the Property Tax Code, COUNTY shall calculate the actual additional costs of collections attributable to such allowance by all taxing units allowing discounts that year. Such additional costs shall be borne proportionally by CITY and such other taxing units for whom COUNTY collects and which allow discounts. Each such taxing unit's share of these additional costs is calculated according to the ratio of its prior year levy to the combined prior year levies of

all such units. Such additional costs will not be allocated to all taxing units as described in the paragraph above, but shall be borne exclusively by the units allowing discounts.

All revenue received from the sale of tax certificates by COUNTY shall be retained by COUNTY as revenue to be applied against its collections expense budget for the year in which it is received.

XIV. TERMINATION

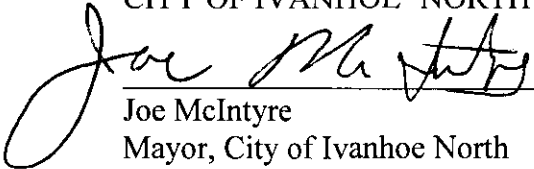
This contract may be terminated by COUNTY or by CITY effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the 1st day of June immediately preceding the September 30 effective date. CITY shall not be liable for the payment due on October 1 of such year, but shall be liable for making its other quarterly payments that year.

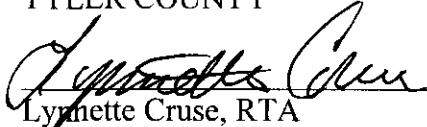
The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

COUNTY shall not be liable to CITY for any failure to collect any tax, penalty or interest under any provision of this Contract

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the dates shown.

CITY OF IVANHOE NORTH

Joe McIntyre
Mayor, City of Ivanhoe North

TYLER COUNTY

Lynnette Cruse, RTA
Tax Assessor-Collector
Tyler County

David "C.D." Woodrome

Attest:
David "C.D." Woodrome
City Secretary

Jacques Blanchette

Jacques Blanchette
County Judge
Tyler County

Donece Gregory by Aundra Johnston

Attest:
Donece Gregory
County Clerk
Tyler County

5/13/2010

Date Signed

6-18-2010

Date Signed

The State of Texas

**TYLER
COUNTY**



EMPLOYEE'S HANDBOOK OF COUNTY POLICY

Updated & Amended June 2010

Presented by the
COMMISSIONERS COURT

of

Tyler County

TYLER COUNTY POLICIES AND PROCEDURES

(An Equal Opportunity Employer)

Welcome to the family of Tyler County Employees. As an employee of Tyler County, you will be eligible for various benefits which will be outlined later in this manual.

You will also be responsible for projecting the proper image of our County Government and its various functions to the people of Tyler County. Always remember your reputation and degree of proficiency and courtesy in your particular position reflects the county's reputation and vice versa.

In many instances, you may be the only contact a Tyler County resident has with his/her County Government. We want you to be proud to be an employee of the County and we want to be proud of you as an employee.

The governing body of the County is the Commissioners Court which is comprised of the County Judge and the four Commissioners.

Officials elected on a County-Wide basis are the County Judge, District Judges, District Attorney, Sheriff, District Clerk, County Clerk, County Tax Assessor-Collector and County Treasurer. Officials elected on a Precinct level are Commissioners, Justice of the Peace, and Constables.

Employment opportunities with the County vary a great deal. There are positions available for accountants, clerks, heavy equipment operators, etc. We hope you will be happy in the area of employment you have chosen. We welcome your comments and suggestions about your employment with the County.

The purpose of this manual is to inform you, and all employees of Tyler County, of our procedures and policies, rules and regulations. There is no intention on the County's part, by the publication of this manual, to create a contract, and you should know that while Tyler County believes in the benefits, rules and procedures contained herein, it may be necessary from time to time when in the County's opinion circumstances warrant, to modify or change the policies and procedures set forth.

You have the right as an employee of Tyler County to terminate your employment at any time. Tyler County retains the same right to terminate your employment, regardless of any other documents, oral or written statements issued by the County of its representatives. All new employees will be required to take a physical, by a county appointed physician, at the expense of the county. As a new employee of the County, you will be on probation for a six month period. At any time during this period, your job performance may be evaluated by the supervisor. At the end of the six months period, you may be given regular county employment status, your probation period may be extended if your performance was unsatisfactory, or you may be terminated.

Again, we welcome you as an employee of the County to a working TEAM who is committed to the excellence of our County.

TYLER COUNTY OFFICIAL

COMMISSIONERS' COURT

Jacques L. Blanchette	County Judge
Martin Nash	Commissioner, Pct. 1
James H. "Rusty" Hughes	Commissioner, Pct. 2
Mike Marshall	Commissioner, Pct. 3
Jack A. Walston	Commissioner, Pct. 4

OFFICIALS OF THE COUNTY

Sharon Fuller	County Treasurer
Lynnette Cruse	Tax Assessor-Collector
Donece Gregory	County Clerk
David Hennigan	Sheriff
Joyce Moore	County Auditor

OFFICIALS OF THE DISTRICT COURT

Earl Stover, III Sr. Administrative Judge	Judge, Judicial District
Jerome P. Owens, Jr.	Judge, 1-A Judicial District 88 th
Joe R. Smith	Criminal District Attorney
Melissie Evans	District Clerk
Bruce Strickland	Adult Probation Chief
Terry Allen	Juvenile Probation Chief

OFFICIALS OF THE PRECINCT

Bryan Weatherford	Justice of the Peace, Pct. 1
Steven Sturrock	Justice of the Peace, Pct. 2
Donald Milton Powers	Justice of the Peace, Pct. 3
James Moore	Justice of the Peace, Pct. 4
Garry Mattingly	Constable, Pct. 1
David Davis	Constable, Pct. 2
Wade Skinner	Constable, Pct. 3
Jim Zachary	Constable, Pct. 4

2002 POLICIES ADOPTION

Each of these policies and parts of policies are intended to stand independently. Therefore, if any policy or part of a policy becomes invalid because of Federal or State law or other authority, it shall not affect the validity or application of other policies or parts of policies. From time to time, it may be necessary to make changes in these policies as a result of changes in the county or its programs. When this occurs, all county employees shall be notified of the changes and the date the changes are to be effective.

The purpose of these policies is to serve the needs of both the employees and the county to the mutual benefit of both. Any employee who has a question concerning any of Tyler County's personnel policies is encouraged to discuss it with his or her supervisor. Adopted by the Commissioners' Court of Tyler County on the 9th day of December, 2002, and effective the 10th day of December, 2002.

Jerome Owens	County Judge
C. D. Woodrome	Commissioner, Pct. 1
Rusty Hughes	Commissioner, Pct. 2
Joe Marshall	Commissioner, Pct. 3
Jack Walston	Commissioner, Pct. 4

REVISED 2010

Revised by Commissioners' Court of Tyler County on this the 18TH day of June ,2010, and effective the 21st day of June, 2010.

Jacques L. Blanchette	County Judge
Martin Nash	Commissioner, Pct. 1
Rusty Hughes	Commissioner, Pct. 2
Mike Marshall	Commissioner, Pct. 3
Jack Walston	Commissioner, Pct. 4

THE COUNTY OF TYLER EMPLOYEE INFORMATIONAL MANUAL

The purpose of this manual is to outline and explain all policies, regulations, rules, and benefits concerning the employees of Tyler County. These policies are subject to change at any time by direction and approval of the Commissioners' Court and replaces all other policies that have been previously passed and adopted.

APPROVED BY THE
TYLER COUNTY COMMISSIONERS' COURT

December 9th, 2002

Revised: December 9th, 2002

Revised: June 18, 2010

INTRODUCTON
TO THE
TYLER COUNTY PERSONNEL POLICY MANUAL

These Personnel Policies for Tyler County have been developed to provide a better understanding of the relationship between the county and the citizens who serve the county as employees.

This is done by:

1. Defining the rights and privileges enjoyed by county employees;
2. Stating the rules and regulations that apply to county employees;
3. Outlining the expectations the county has of its employees;
4. Providing a system of fair and consistent treatment for all employees; and
5. Providing information and systems to increase the efficiency of the personnel management program of the county.

Part 1

PERSONNEL POLICY

TYLER COUNTY POLICY ON APPLICABILITY

Application of policies

The personnel polices shall apply consistently and uniformly to all county employees.

Violation of policies

Any employee who knowingly and intentionally violates any personnel policy of the county shall be subject to disciplinary measures.

TYLER COUNTY COMMISSIONERS' COURT APPROVED THIS POLICY ON
DECEMBER 9, 2002.

AMENDED JUNE 18, 2010.

**TYLER COUNTY POLICY ON IMPLEMENTATION
&
ADMINISTRATION OF PERSONNEL POLICIES**

Implementation

Each elected/appointed official of Tyler County shall be responsible for the administration and implementation of these personnel policies in all departments for which he/she has administrative, managerial or supervisory responsibility.

Deviation from Policy

There will be no deviation except by prior consent of the Commissioners' Court.

If unique or unusual circumstances make it necessary to deviate from any of these personnel policies, the elected/appointed official responsible for overseeing the department involved shall see that the following written documentation is prepared and presented to the Commissioners' Court:

1. Details of the action to be taken which deviates from the existing policy;
2. A statement of why the deviation would be in the best interest of the county and other parties involved.

POLICY ON DISSEMINATION OF PERSONNEL POLICIES

Master Personnel Policy Manual

1. A master personnel policy manual, which contains the original of all personnel policies in effect for Tyler County, shall be maintained in the County Treasurer's office.
2. Copies of the complete personnel policy manual shall be maintained in each department.

Personnel Policy Coordinator

1. The County Treasurer shall serve as the County's Personnel Policy Coordinator.
2. The duties of the Personnel Policy Coordinator shall include:
 - A. Maintaining the master personnel policy manual and updating the manual when a change, addition or deletion is made in the county's personnel policies as adopted by the Commissioners' Court;
 - B. Providing each department head with copies of new or changed policies and information when policies are deleted so that the department head will be able to update the department's copy of the personnel policy manual when a change, addition or deletion is made;
 - C. Coordinating recommendations for additions, deletions and changes in personnel policies;
 - D. Developing and implementing a system for notifying all county employees whenever a change, addition or deletion is made in the county's personnel policies.
3. The duties of the personnel policy coordinator shall include:

- A. Providing new employees with copies of the personnel manual;
- B. Retaining acknowledgment forms, signed by employees, to be kept in the personnel files maintained by the County Treasurer.

Dissemination

1. Each department head shall be responsible for:
 - A. Informing each employee in his/her department of the personnel policy system in the County;
 - B. Informing each employee of his/her responsibilities for being familiar with the policies; and
 - C. Taking action steps to see that each employee becomes knowledgeable of the policies.
 - D. Developing and implementing a system for notifying all county employees whenever a change, addition or deletion is made in the county's personnel policies.
 - E. Conducting an annual review of all personnel policies to determine if they are consistent with actual practices and in compliance with all legislation relating to the personnel function and the relationship between the employer and employee.
 - F. Insuring that the acknowledgement form for the county policy manual has been read and signed by employees and filed accordingly in their personnel file.

Access to Policy Manuals

All employees shall have the right to review the master personnel policy manual or the copy of the personnel policy manual found in their department.

Part 2

EMPLOYMENT AND EMPLOYEE STANDARD PRACTICES

TYLER COUNTY POLICY ON EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity

Elected and appointed officials, department heads, supervisors, and employees of Tyler County shall not discriminate on the basis of race, color, religion, political affiliation, handicapping condition, national origin, sex or age in recruiting, selection, training, raises, promotions, terminations, discipline, layoff, use of employee facilities or programs, or any other condition or privilege of employment except where age or sex is a bona fide occupational qualification or where it is required by state or federal law.

Reasonable Accommodation

1. Reasonable accommodation shall be made for otherwise qualified handicapped individuals to afford them the same opportunities for selection and all conditions and privileges of employment as non-handicapped applicants and employees.
2. Determination of reasonable accommodation shall be made through consultation with the handicapped employee or applicant.

TYLER COUNTY POLICY ON EMPLOYEE STATUS

Full-Time

An employee who has a normal work schedule of forty (40) hours per week shall be classified as a full-time employee.

Part-time

An employee who has a normal work schedule of less than thirty (30) hours per week shall be classified as a part-time employee.

Regular

An employee who is not considered to be a **temporary** employee as defined in this policy shall be considered to be a regular employee. Regular employees may either be full-time or part-time.

Temporary

Whether **full or part-time**, an employee in a position that is established for a specific period of time (usually less than one year) or until a specific project is completed shall be considered a temporary employee.

Employment Contract

No employee shall have an "employment contract" for a specific or indefinite period of time unless the contract is approved in writing by the Commissioners' Court.

Benefits

1. Regular *full-time* employees shall be eligible for benefits in accordance with the eligibility requirements stated with each policy describing a benefit.
2. Temporary employees and part-time employees shall *not* be eligible for any benefits except those required by law.
3. An employee who has worked *full-time* for the county for six consecutive (6) months shall be eligible for benefits.

TYLER COUNTY POLICY ON NEPOTISM

Hiring of Relatives and Contract Employees

An elected or appointed official of the county shall not hire a person that falls within the nepotism laws of the state of Texas. (See attached Charts.)

Chart 1: Affinity Kinship Chart (Relationship by Marriage)

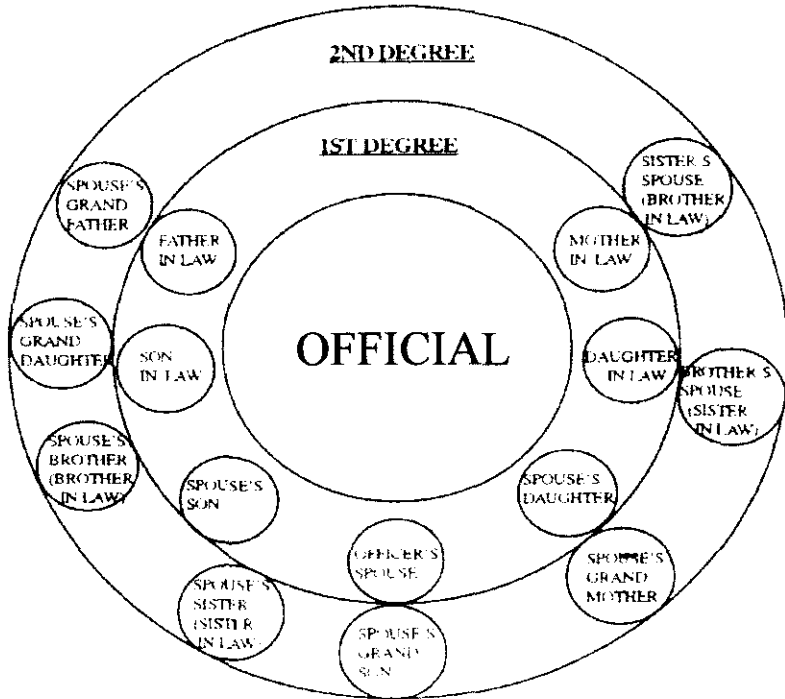
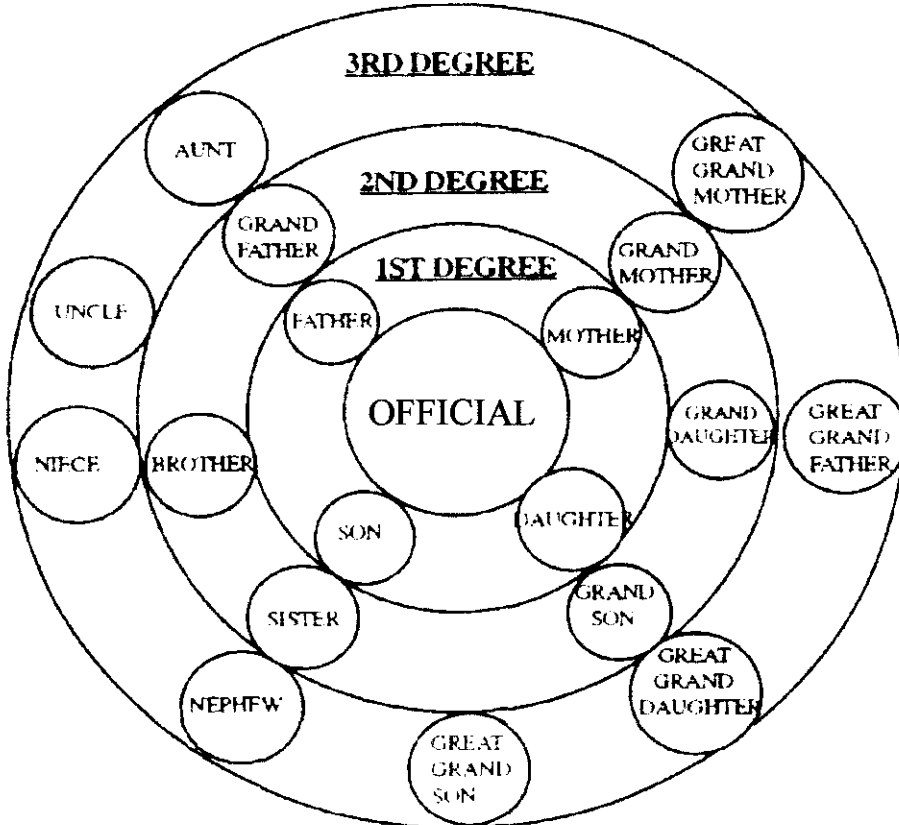


Chart 2: Consanguinity Kinship Chart (Relationship by blood)



POLICY ON Americans with Disabilities Act & the ADA AMENDMENTS ACT

The Americans with Disabilities Act (ADA) and ADA Amendment Act requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the County to comply with all Federal and State laws and applicable amendments there to concerning the employment of person with disabilities.

It is the County policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The County will reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of a job.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The County Treasurer's Office is responsible for implementing this policy in coordination with department heads, including resolution of reasonable accommodation, safety, and undue hardship issues.

DEFINITIONS

As used in the policy, the following terms have the indicated meaning and will be adhered to in relation to this policy.

1. **Disability** refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual who has such an impairment, has record of such and impairment, or is regarded as having such an impairment is a "disabled individual." Employees living with or affected by HIV infection and AIDS will be treated in the same manner as employees with other disabling conditions.
2. **Direct threat to safety** means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
3. A **qualified individual with a disability** means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
4. **Reasonable accommodation** means making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training material, adjustment or modification of policies, and similar activities.
5. **Undue hardship** means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at that facility; (4) the effect on expenses and resources or other

impact upon that facility; (5) the overall financial resources of the County; (6) the overall number of employees and facilities; (7) the operations of the particular facility as well as the entire County; and (8) the relationship of the particular facility to the County. These are not all the factors but merely examples.

6. **Essential job function** refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

Attachment #1:

The County will comply with The Genetic Information Nondiscriminatory Act (GINA, effective 11/21/09). The County will not discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The County will not retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Attachment # 2:

The County will comply with Title II of the Genetic Information Nondiscrimination Act of 2008 which protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. The county will comply with GINA's provisions which also restrict the county's acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

Retention of Applications

1. Applications of individuals applying for employment with the County shall be kept in the County Treasurer's office for a minimum of two years *after* the initial date of the application.
2. When a vacancy is filled, the applications of individuals *not* selected shall remain in that office to be placed in the application files for a minimum of two years after the initial date of the application.
3. The applications kept in the County Treasurer's office may be reviewed during normal working hours by any supervisor having an opening in his/her department.

COUNTY POLICY ON INTRODUCTORY PERIOD

New Employees

Effective November 1, 2010, each new employee shall have an Introductory Period of 90 days after being employed.

Employment Processing

Applicants who have been accepted for employment will be directed to the County Treasurer's office to complete necessary employment and payroll records.

Evaluation During Introductory Period

An evaluation as to performance shall be made at a minimum of twice during the Introductory Period.

“No Fault” Separation

1. During the Introductory Period, if the supervisor decides, *for any reason*, that the new employee is *not* suited for the job or that the employee's continued employment may *not* be in the best interest of the county, the supervisor may initiate an immediate “No Fault” separation which will not reflect negatively in the employee's records.
2. During the Introductory Period, if the new employee, for any reason, feels that his/her employment with the county may not be in his/her best interest, the employee may initiate an immediate “No Fault” resignation which will not reflect negatively in the employee's personnel records.

Salary During Introductory Period

During the Introductory Period, a new employee's salary shall be determined by the department head as to experience and qualifications for the position in which employed. However, the salary shall not be more than the salaries of regular full-time employees.

Right of Appeal

1. A new employee who receives a “No Fault” separation under the provisions of this policy shall have *no right* to appeal the separation except on the grounds of discrimination prohibited by law.
2. In cases of appeal on the basis of discrimination, the employee must submit his/her appeal to the Commissioners' Court through the County Judge.
3. The Commissioners' Court will review the facts of the situation and make recommendations to the supervisor involved if the court feels that further action or consideration is necessary.

Completion of Introductory Period – New Employees

When a new employee successfully completes Introductory Period, he/she shall be removed from Introductory Status, receive the increase in salary up to the base for his/her position, and be eligible for all benefits and privileges of employment enjoyed by other regular county employees.

Promoted Employees

1. Effective November 1, 2010, all promoted employees, having successfully completed the required 90 day Introductory Period are considered to be fully approved.
2. If a promoted employee cannot meet the required standards of the new position, the employee *may* be restored to the position from which he/she was promoted or to a comparable position.
3. Demoted employees shall be subject to an Introductory Period in their new capacities.
4. If a demoted employee is *not* able to meet the required standards for the job during the Introductory Period, the employee shall be dismissed.

TYLER COUNTY POLICY ON PROMOTIONS

Promotions

1. It shall be the policy of the County to provide promotional opportunities for current employees whenever reasonably possible.

2. Employees wishing to apply for a promotion into an available position shall make application for that position in accordance with the provisions of the policy on recruitment and selection.
3. While the county's policy is to fill each position with the best qualified applicant, preference shall be given to current county employees where all other qualifications are equal.

Introductory Period

County employees who are promoted *shall* be subject to the applicable provisions of the policy on Introductory Period.

Pay Increase

When a county employee is promoted, he/she *shall* have his/her salary increased to the salary for the new position.

TYLER COUNTY POLICY ON EMPLOYEE ATTENDANCE AND TIMELINESS**Attendance**

Each employee shall report for work on each day he/she is scheduled to work unless prior approval is given by the employee's supervisor or the employee is unable to report for work due to circumstances beyond the control of the employee.

Tardiness

1. Each employee shall be at his/her place of work in accordance with the starting time established for his/her position unless prior approval is given by the supervisor or the employee is unable to be at work on time for reasons beyond the control of the employee.
2. Each employee shall remain on the job until the normal quitting time for his/her job unless permission to leave early is given by the employee's supervisor.

Notification

If an employee is tardy or absent without prior approval, the employee shall be responsible for notifying his/her supervisor as soon as is practical as to the circumstances causing the tardiness or absence.

Excused and Unexcused

In deciding whether a tardiness or absence without prior approval is to be classified as approved or unapproved, the supervisor shall be responsible for determining if the employee was tardy or absent due to circumstances beyond the reasonable control of the employee.

Excessive Absence or Tardiness

Frequent unexcused absences or tardiness shall make an employee subject to disciplinary measures.

TYLER COUNTY POLICY ON OUTSIDE EMPLOYMENT AND ACTIVITIES

Outside Employment and Activities

1. An employee of the County shall *not* engage in any activities or other employment which will adversely affect his/her ability to effectively carry out the duties and responsibilities of his/her job.
2. An employee accepting *other* employment while still being employed by the County shall notify his/her supervisor before beginning such work.

TYLER COUNTY POLICY ON RESPONSIBILITY FOR COUNTY PROPERTY

Assigned Property

All county employees shall be responsible for the proper use and maintenance of all tools, equipment or vehicles assigned to them by the county.

Driver's License

1. All county employees who operate county vehicles or equipment *shall* have a valid state of Texas Driver's License necessary for that vehicle or equipment.
2. Each county employee who is required to have a driver's license to operate county vehicles or equipment *shall* immediately notify his/her supervisor of any change in the status of that license.
3. Suspension or revocation of the driver's license of an employee who is required to operate a vehicle or equipment as a normal part of his/her job may result in a job change, demotion or discharge.

Personal Use

Personal use of any county property, materials, supplies, tools, equipment or vehicles shall not be permitted.

Accident Reporting

1. Any employee operating county equipment or vehicles *must* report all accidents and property damage to his/her supervisor and to the proper law enforcement or other authority immediately.
2. The employee shall fill out a county incident form for all accidents in which involved.
3. A copy of all accident and incident reports completed by any employee of the county shall be sent to the supervisor, County Auditor, County Treasurer and to the County Judge.

TYLER COUNTY POLICY ON TELEPHONE USE

County Telephones

County telephones shall be used for conducting the business of the County.

Personal Use

1. Personal use of county telephones by county employees shall be limited to situations where it is necessary for the employee to make a personal call.
2. Excessive personal use of county telephones may make an employee subject to disciplinary measures.

Long Distance

Long distance calls on county phones shall be made only by county employees authorized to make long distance calls and only for official business.

Cell Phone Use

A cell phone shall not be used while operating heavy equipment. Personal cell phones shall only be used on breaks for personal business.

TYLER COUNTY POLICY ON CONFLICT OF INTEREST**Conflict of Interest**

An employee of the County shall not engage in any employment, relationship, or activity which would affect his/her job efficiency or which would reduce his/her ability to make objective decisions in regard to his/ her work and responsibility as a county employee.

Prohibited Activities

Activities which constitute a conflict of interest under this policy shall include but not be limited to:

- A. Soliciting, accepting or agreeing to accept a financial benefit, gift or favor, other than from the county, that might reasonably tend to influence the employee's performance of duties for the county or that the employee knows or should know is offered with intent to influence the employee's performance.
- B. Accepting employment, compensation, gifts or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties;
- C. Accepting outside employment, compensation, gifts or favors that might reasonably tend to impair independence of judgment in performance of duties for the county;
- D. Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the county; or
- E. Soliciting, accepting or agreeing to accept a financial benefit from another person in exchange for having performed duties as a county employee in favor of that person.

TYLER COUNTY POLICY ON POLITICAL ACTIVITY**Political Activity**

Employees of Tyler County shall not:

- A. Use their official authority or influence to interfere with or affect the result of any election or nomination for office;
- B. Directly or indirectly coerce, attempt to coerce, command or advise a state or local official or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political reason; or
- C. Be a candidate for elective office in a partisan election without taking a leave of absence, unless the incumbent of that office does not seek re-election. For definition purposes, an elected official, serving in office, is not considered an employee for the purpose of this specific provision.

Part 3

BENEFITS AND LEAVE

TYLER COUNTY POLICY ON GROUP MEDICAL AND LIFE INSURANCE

Eligibility

1. All regular full-time employees of the County shall be eligible for coverage under the group hospitalization program provided by the county, 60 days after employment begins, and will be provided life insurance 180 days after employment begins.
2. The county shall pay the premium for coverage of eligible employees.

Benefits

1. The benefits for this program shall be in accordance with the provisions of the master contract.
2. A copy of the master contract shall be kept in the County Treasurer's office, and may be reviewed by employees during normal working hours.
3. When an employee retires from the county at age (62) sixty two, and has (8) years service, insurance will be provided by the county until he/she is (65) sixty five and (4) four months, then Medicare will take over.

TYLER COUNTY POLICY ON LONGEVITY

A Reward for all Employees for Loyalty to the County

Eligibility

All full-time employees of Tyler County shall be eligible for longevity pay.

Longevity pay is based on the number of years of *unbroken* service to the county. Longevity pay is in addition to normal merit raises and other compensation that may be provided for by this policy.

Amount

Longevity pay will be equal to \$10.00 per month for each full year of *unbroken* employment starting at the completion of three (3) years service. (*Example: if an employee begins employment on June 1, 2009, the employee will be entitled to receive \$10.00 per month additional compensation beginning January 1, 2013.*)
(Amended by Commissioners Court Effective 01/01/09)

Waiting Period

Policy Approved and Adopted December 14, 1990 Effective January 1, 1991
At that time employees shall be credited with a maximum of five years of longevity pay regardless of length of prior service and to increase for each calendar year of service thereafter for a period of twenty five (25) years.

TYLER COUNTY POLICY ON RETIREMENT BENEFITS

Texas County and District Retirement System

Tyler County shall participate in the Texas County and District Retirement System.

Program Details

Details of eligibility for and benefits provided by the program shall be available for review at the County Treasurer's office during normal work hours.

Life Insurance

Effective August 1, 2006, Retirees will have a flat \$10,000 life benefit with no age reduction. Retirees will not be eligible for waiver of premium or AD&D coverage.

Payroll Deductions

The employee's share of the retirement contribution shall be deducted from each paycheck.

Benefit Provisions

Employee Deposit Rate	7%
Employer Matching Rate	190%

Vesting and Retirement Eligibility

Years of Service for Vesting and for Retirement at Age 60	8
Sum of Age Plus Years of Service for Retirement at Any Age	75
Years of Service for Retirement at Any Age	30

UPON TERMINATION, EMPLOYEES ARE URGED TO CONTACT THE COUNTY TREASURER'S OFFICE FOR INFORMATION ON REFUND OF DEPOSITS.

TYLER COUNTY POLICY ON SOCIAL SECURITY

Participation

All county employees *shall* participate in the Federal Social Security Program which provides certain retirement and disability income benefits.

Deductions

Deductions shall be made from each employee's paycheck in accordance with the requirements of the Social Security Program.

County Contributions

The county shall pay an amount equal to the employee's social security deduction to each employee's social security account in accordance with the regulations of the program.

TYLER COUNTY POLICY ON WORKERS' COMPENSATION

Applicability

All employees of the County *shall* be covered by the county's workers' compensation program while on duty for the county.

Benefits

Under the workers' compensation program, an employee who suffers a job related injury or job related illness shall be eligible to have medical expenses paid for such injury or illness as provided by workers' compensation laws and, if unable to work for more than seven (7) calendar days, shall be eligible to receive partial salary continuation benefits which begin on the eighth day of disability.

Responsibility for reporting

1. An employee who suffers an on the job injury or job related illness shall notify his/her supervisor as soon as is reasonably possible and will fill out the appropriate reporting forms.
2. Failure to report job related injuries or illnesses in a timely manner may affect an employee's eligibility to receive workers' compensation benefits or may delay benefit payments.

Physicians Release

An employee who has been receiving workers' compensation benefits shall be required to provide a release from the attending physician before being allowed to return to work.

Occupational Disability Leave

1. An employee who must miss work as the result of a job related injury or illness shall automatically be granted occupational disability leave for the duration of the disability or for a period up to ninety (90) days, whichever is less, in any one year period.
2. Extension of an employee's occupational disability leave may be granted with the approval of the commissioners' court.
3. An employee on occupational disability leave shall continue to accrue vacation and sick leave.

Wage Continuation payments

1. Subject to the provisions set forth later in this policy, full-time regular employees who must miss work because of job related injuries or illnesses shall receive wage continuation payments *until* payments begin under workers' compensation benefits. However, the employee shall not receive compensation during the period of injury or illness that exceeds worker's compensation benefits. Any excess compensation payment received by the employee shall be reimbursed to the county by the employee. If workers' compensation is denied, then benefits shall be provided under sick leave policy. It is the intent of this paragraph that once the employee receives workers' compensation that salary under the county will stop.
2. Wage continuation benefits shall continue for the period of job related disability or for one hundred and eighty (180) days, whichever is less. For purpose of clarification, the county will continue to pay the premium for medical and life insurance of eligible employees for a period not to exceed 180 days.
3. The wage continuation benefits shall *not* be charged against vacation, sick leave or other leave.

4. The total amount paid an employee while absent from work due to a job related injury or illness, which includes any combination of workers' compensation payments or any other income paid by the county, shall not exceed ninety percent (90%) of the employee's normal gross pay.
5. The wage continuation benefit shall be subject to the following provisions:
 - A. The injury or illness must be a direct result of the employee performing his/her job. Injuries or illnesses that occur while traveling to and from work, while engaging in horseplay or while attending to personal matters shall not be deemed injuries or illnesses so as to qualify for the wage continuation benefit.
 - B. An employee with a physical injury who is able, as determined by the attending physician, to perform light duty may be required to do so for his/her original department or for another department.
 - C. An employee who does not qualify for wage continuation benefits or has used up benefits before being released to duty by the attending physician may use his/her sick leave and/or vacation to supplement his/her income.
 - D. An employee who has used all wage continuation benefits, sick leave and vacation as the result of a job related injury or illness before being released to return to work by the attending physicians may be granted leave of absence, without pay, for a reasonable period if so recommended by his/her supervisor.

Claims

All on-the-job injuries must be reported to the Auditor's office.

Employees have (30) thirty days in which to inform their supervisor of an on-the-job injury.

Supervisors have (8) eight days, from the time an employee informs their supervisor that they may have been hurt on the job, to file a first report of the injury (E-1). It is imperative that loss-time injuries be reported as soon as possible. If they are filed late, the county will be fined \$5000 per day for everyday that the report is late.

TYLER COUNTY POLICY ON MEAL AND BREAK PERIODS

Scheduling

The scheduling of employee meal and break periods shall be determined by the department head or his/her designee to facilitate the serving of the public and permitting efficient department operations.

Length

The "normal" length of the meal period shall be thirty minutes, unless otherwise specified by the department head. The "normal" length of the break period shall be fifteen (15) minutes in the morning and afternoon.

Duty Status

For compensation of hours worked, employees *shall be* considered to be **off duty** during meal periods unless circumstances require them to remain in and on duty status during the meal period as defined by the Fair Labor Standards Act.

All social visits are prohibited during office hours other than breaks and lunch hours as provided.

EMERGENCY CLOSING POLICY

Whenever a County Commissioner, the County Judge or Emergency Management Coordinator has reason to believe that an emergency situation exists (or is imminent) necessitating closure of County facilities, if time permits, an emergency meeting (requiring a 2.5 hour posting) of the County Commissioners' Court shall be held to consider official action.

If, in the opinion of the County Judge, or, in his absence, of the available senior County Commissioner, insufficient time exists to hold an emergency meeting of the Commissioners' Court, then that individual shall, based on concern over the safety of County employees and other citizens as well as interest in the availability of governmental services, determine whether to close buildings in whole or in part.

Once a decision has been made to close any governmental building, the County Judge or County Commissioner making the decision or his staff shall make every attempt to notify local media to inform citizens of such closure. Affected County department heads will also be notified of the closure.

In the event that an emergency closing is ordered by Commissioner's Court, regular full-time employees will be paid their regular wage as the day will be recorded as an official closed day. This time off is not considered time worked and will not be used to determine eligibility for overtime.

Any employee who is off or scheduled to be off on sick leave, vacation, holiday, compensatory time, personal leave, FMLA or leave without pay during a period of emergency closure shall have their leave recorded as such.

An elected official may choose to close his or her office at any time; however, until the County Judge or Commissioners' Court has officially closed County operation(s), employees shall use accrued leave (vacation, compensatory time, and personal leave) or time without pay.

Full-time regular employees who have no available accrued leave and would otherwise be required to use time without pay as a result of inclement weather or other emergency situations, which have not warranted an official emergency closing, may be allowed to make up that time (within the same workweek) at the discretion of the department head.

Whenever there is an official emergency closure of all County operations, any non-exempt essential personnel who are required to work will be compensated at 1½ times their hourly rate or awarded compensatory time. Essential personnel may include Corrections Officers, Deputy Sheriffs, Roads & Bridges crews, Emergency Management personnel, Residential Supervisors, Detention Officers and/or other personnel designated by the County Judge, County Commissioners, Sheriff or other Elected Officials/Department Heads. There may be instances when only certain buildings/offices are officially closed. In these instances the affected employees will be compensated in accordance with Paragraph 4 of this policy, and all unaffected employees' compensation will be the same as during regular working conditions.

Any essential employee who fails to report to work as scheduled during inclement weather or disaster shall use (1) vacation, compensatory time or personal leave or (2) time off without pay, at the discretion of the department head.

TYLER COUNTY POLICY ON HOLIDAYS

Eligibility

1. All regular full-time employees of the county shall be eligible to receive a day off with pay for each official county holiday.
2. To receive the paid holiday benefit, an employee shall be required to work the day preceding the holiday and the day following the holiday in accordance with the employee's normal work schedule unless the absence is an excused absence approved by the employee's supervisor.

Amount of Pay

Regular full-time employees shall receive eight (8) hours pay for each official holiday.

Holidays

The official paid county holiday shall be:

- New Year's Day
- Martin Luther King
- President's Day
- Good Friday – Friday before Easter
- Memorial Day – Last Monday in May
- Independence Day
- Labor Day – First Monday in September
- Columbus Day
- Veterans Day
- Thanksgiving Holidays – 4th Thursday in November (Thursday & Friday)
- Christmas Eve
- Christmas Day
- New Year's Eve
- Other holidays dates as the Commissioners' Court may designate

Election day is not to be considered a holiday, therefore all departments should remain open on that day with exception of those that such election requires that office space.

The holidays are subject to revision by the Commissioners' Court, therefore, you are urged to refer to the minutes of the Commissioners' Court for holidays set each year.

Work on a Holiday

If an employee's job requires him/her to work on an official holiday, the employee shall be paid for that day of work and shall be given another day off with pay as soon as is reasonable.

Weekend Holidays

1. If a holiday occurs on a Saturday, the preceding Friday shall be observed as the official holiday.
2. If a holiday occurs on a Sunday, the following Monday shall be observed as the official holiday.

Holiday Occurring on Employee's Regular Day Off

If a holiday during the week occurs on an employee's regular day off, the employee shall be given another day off as soon as possible.

Holiday Occurring During Leave of Absence

An employee who is on a leave of absence without pay shall not be paid for any official holidays occurring during such leave.

TYLER COUNTY POLICY ON VACATION

Eligibility

All regular full-time employees of the County shall be eligible for paid vacation leave.

Amount

Vacation shall be accrued in accordance with the attached vacation accrual schedule.

Waiting Period

There shall be no waiting period before an employee can use accrued vacation leave.

Maximum accrual

An employee must use accrued vacation within the year or the balance will be forfeited. Unless otherwise provided for by item #2 as follows.

1. The maximum amount of vacation that an employee shall be allowed to have at any one time shall be the amount the employee would normally accrue in twelve (12) months if employed less than five (5) years and eighteen (18) months for five (five) years and over.
2. Accrual in excess of the maximum shall be allowed if:
 - A. The employee is not able to take vacation because of the needs of the county;
 - B. The supervisor requests in writing that the employee be allowed vacation accrual above the maximum and documents the reason the employee was unable to take vacation in time to reduce his/her balance below the maximum; and
 - C. The department head approves the request for vacation accrual in excess of the maximum.
3. An employee who has been allowed to accrue vacation in excess of the maximum shall promptly take vacation to reduce the balance to or below the maximum as soon as circumstances and needs in the county allow it.

Pay in Lieu of Time off

An employee shall *not* be allowed to receive pay in lieu of taking time off for vacation.

Requests for approval

1. Employees shall submit their request for annual vacation leave to their supervisor during the first month of each calendar year.
2. Supervisors shall schedule the vacations of their employees with considerations being given to seniority, operating needs of the department, and employee requests.

Minimum Usage

The minimum amount of vacation that an employee shall be allowed to use at any one time is four (4) hours.

Borrowing Vacation

Employees shall not be allowed to borrow vacation against possible future years vacation earnings until employee has worked a maximum of one (1) year.

Holidays during Vacation

If a holiday falls during the period an employee is on vacation. The holiday shall be handled in accordance with the provisions of the policy on holidays and will not be charged against the employees vacation balance.

Illness during Vacation

If an employee becomes ill while taking vacation leave, the period of illness *may* be charged against the employee's sick leave balance and not vacation if:

1. The employee promptly notifies his/her supervisor of illness;
2. The employee provides the supervisor with acceptable proof of the illness; and
3. The supervisor gives permission to charge the period of illness to sick leave.

Vacation Pay at Termination

1. Employees who have been employed for twelve (12) or more months in a position which accrues vacation *shall* be paid for all unused vacation at their regular rate upon termination of employment.
2. Employees who have borrowed vacation within the year's earnings shall be docked for vacation used which was not accrued.

Maximum Available Vacation

The maximum amount of vacation an employee shall have available for use at any given time is the amount of unused vacation the employee had at the end of the previous month.

Record Keeping

1. Each department head or his/her designee shall maintain and update on a monthly basis a vacation record for each employee in his/her department which shows:
 - A. The vacation balance at the start of the month;
 - B. The hours of vacation earned during the month;
 - C. The hours of vacation used during the month; and
 - D. The vacation balance at the end of the month.
2. The "Employee Vacation Summary" Form shall be used for maintaining employee vacation records

TYLER COUNTY VACATION ACCRUAL SCHEDULE

Full-time Regular Employees

Years of Service	Hrs. Accrued Per Month	Annual Accrual (hours)	Annual Accrual (workdays)
Less than 5	7.00	84	10.4
5 and over	10.00	120	15

Employee Vacation Summary

Employee _____ Dept. _____ Year _____
 Original Date of Employment _____ Date of Rehire _____
 Supervisor _____

Pay Period	Balance forward	Time used	Time earned	Balance pay period
January 1		-	+	=
January 2		-	+	=
February 1		-	+	=
February 2		-	+	=
March 1		-	+	=
March 2		-	+	=
April 1		-	+	=
April 2		-	+	=
May 1		-	+	=
May 2		-	+	=
June 1		-	+	=
June 2		-	+	=
July 1		-	+	=
July 2		-	+	=
August 1		-	+	=
August 2		-	+	=
September 1		-	+	=
September 2		-	+	=
October 1		-	+	=
October 2		-	+	=
November 1		-	+	=
November 2		-	+	=
December 1		-	+	=
December 2		-	+	=

TYLER COUNTY POLICY ON SICK LEAVE

Eligibility

All full-time employees shall be eligible for paid sick leave.

Amount

Full-time regular employees shall accrue seven (7) hours of sick leave per month or a total of 10.4 days per year.

Accumulation

Any unused sick leave at the end of the calendar year shall be carried over into the next calendar year.

Maximum Accrual

The maximum accrual that can be carried over into a new calendar year is thirty (30) working days which is equivalent to 240 hours for full-time employees. The maximum amount of sick leave that an employee will have available at any given time is the unused balance at the end of the preceding month, not to exceed (30) working days, which is equivalent to 240 hours.

The minimum amount of sick leave that may be used at any one time is four (4) hours.

Types of Usage

Eligible employees may use accrued sick leave for absence from work due to:

- A. Personal illness or physical or mental incapacity;
- B. Medical, dental or optical examinations or treatment;
- C. Medical quarantine resulting from exposure to a contagious disease;
- D. Illness of a member of the employee's immediate household who requires the employee's personal care and attention.

Notification of sick leave

1. An employee shall be responsible for notifying his/her supervisor as early as is practical on the first day of sick leave and request that proved sick leave be granted.
2. If more than one day of sick leave is needed, the employee shall be responsible for notifying his/her supervisor of the expected length of the absence on the first day of sick leave or shall be required to notify his/her supervisor on a daily basis for each day he/she is unable to come to work.
3. An employee shall be required to request prior approval from his/her supervisor for sick leave to be used for non-emergency medical, dental and optical appointments.

Documentation

An employee's supervisor shall request acceptable documentation of an employee's illness or injury where it is deemed necessary for approval of a sick leave request after three (3) days of illness or injury.

Borrowing

Employees shall not be allowed to borrow sick leave against possible future years accruals.

New Employees

1. An employee eligible to earn sick leave who begins employment on or prior to the 15th of the month shall earn seven (7) hours sick leave for the month, if the employee is full-time.
2. An employee eligible to earn sick leave who begins employment on or after the 16th of the month shall earn 3.5 hours sick leave for the month if the employee is full-time.

Maximum Available

The maximum amount of sick leave that an employee will have available at any given time is the unused balance at the end of the preceding month.

Waiting Period

There shall be no waiting period before an employee can use accrued sick leave.

Pay at Termination

An employee shall receive no pay for any unused sick leave balance at the time of termination of employment.

Employees who have borrowed vacation within the year's earning shall be docked for vacation used which was not accrued.

Record Keeping

1. Each Department head or his/her designee shall maintain and update, on a monthly basis, a sick leave record for each employee which shows;
2. The "Employee Sick Leave Summary" form shall be used for maintaining employee sick leave records. (A copy of this form is included on the following page.)

TYLER COUNTY SICK LEAVE ACCRUAL SCHEDULE

Full-time Regular Employees

Hrs. Accrued Per Month	Annual Accrual (hours)	Annual Accrual (workdays)
7.00	84	10.4

Employee Sick Leave Summary

Employee _____ Dept. _____ Year _____
 Original Date of Employment _____ Date of Rehire _____
 Supervisor _____

Pay Period	Balance forward	Time used	Time earned	Balance pay period
January 1		-	+	=
January 2		-	+	=
February 1		-	+	=
February 2		-	+	=
March 1		-	+	=
March 2		-	+	=
April 1		-	+	=
April 2		-	+	=
May 1		-	+	=
May 2		-	+	=
June 1		-	+	=
June 2		-	+	=
July 1		-	+	=
July 2		-	+	=
August 1		-	+	=
August 2		-	+	=
September 1		-	+	=
September 2		-	+	=
October 1		-	+	=
October 2		-	+	=
November 1		-	+	=
November 2		-	+	=
December 1		-	+	=
December 2		-	+	=

TYLER COUNTY POLICY ON BEREAVEMENT

Up to three (3) days paid leave may be authorized by a department head in case of a death in the employee's immediate family. Immediate family shall be defined as parent, child, spouse, brother, sister, grandparent, parent-in-law, brother-in-law, sister-in-law and grandchildren of either spouse.

TYLER COUNTY POLICY ON CIVIL LEAVE

Jury Duty

All regular full-time county employees shall receive their normal pay for the period they are called for jury duty which includes both the jury selection process and, if selected, the time the employee actually spends serving on the jury.

Official Court Attendance

1. All regular employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the county shall be entitled to leave with pay for such period as his/her court attendance may require.
2. Any fee paid for such service may be retained by the employee.

Private Litigation

If an employee is absent from work to appear in private litigation in which he/she is a principal party, the time off shall be charged to vacation leave or leave without pay.

POLICY ON FAMILY AND MEDICAL LEAVE AND MILITARY FAMILY LEAVE

ELIGIBILITY

To be eligible for benefits under this policy, an employee must:

- a. Have worked for the County at least 12 months (it is not required that these 12 months be consecutive; however, a continuous break in service of 7 years or more will not be counted toward the 12 months); and
- b. Have worked at least 1250 hours during the previous 12 months.

QUALIFYING EVENTS

Family or medical leave under this policy may be taken for the following situations:

- a. The birth of a child and in order to care for that child;
- b. The placement of a child in the employee's home for adoption or foster care;
- c. To care for a spouse, child, or parent with a serious health condition, or
- d. The serious health condition of the employee that make the employee unable to perform the essential functions of their job; or
- e. A qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member (National Guard or Reserves) on active duty or has been notified of an impending call or order to active duty in support of a contingency operations; or
- f. To care for a covered services member (Regular Armed Forces, National Guard or Reserves) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member.

SERIOUS HEALTH CONDITION

Serious health condition of the employee shall be defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.

Serious health condition of a spouse, child, or parent shall be defined as a condition which requires overnight inpatient care at a hospital, hospice, or residential care medical facility, or a condition which requires continuing care by a licensed health care provider.

CONTINUING TREATMENT

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- a. A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times within 30 days of incapacity, or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment by a health care provider.
This treatment must occur within the first seven days of incapacity.
- b. Any period of incapacity due to pregnancy or pre-natal.
- c. Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- d. Any period of incapacity which is permanent or long term due to a condition that treatment is not effective.
- e. Any period of incapacity or absence to receive multiple treatments by a health care provider

QUALIFYING EXIGENCY LEAVE

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child of any age, or parent) is on active duty or called to active duty status in support of a contingency operation. The following qualify as exigency leave:

- a. Leave may be taken to address any issue that arises because the covered military member was given seven or less days notice for active duty deployment in support of a contingency operation. Eligible employee may take up to 7 days beginning on the date the covered military member receives the call or order to active duty.
- b. Leave may be taken to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of a covered military member.
- c. Leave may be taken to attend family support or assistance programs and informational briefings sponsored by / promoted by the military, military service organizations or the American Red Cross that are related to active duty or call to active duty status of a covered military member.
- d. Leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the active duty or call to active duty status of a covered military member.
- e. Leave may be taken to make or update financial or legal arrangements to address the covered member's absence while on active duty or call to active duty status.
- f. Leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging or appealing military

service benefits while the covered military member is on active duty or call to active duty status and for a period of 90 days following the termination of the covered member's active duty status.

- g. Leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for counseling arises from the active duty status or call to active duty status of a covered military member.
- h. Leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation.
- i. Leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's active duty status.
- j. Leave may be taken to address issues that arise from the death of a covered military member while on active duty status.
- k. Leave may be taken to address any other additional events that may arise out of the covered military member's active duty or call to active duty status provided the County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

LEAVE AMOUNT

Up to 12 weeks leave per 12 month period may be used under this policy.

The County will measure the 12 month period as a rolling 12 month period measured backward from the date an employee uses any leave under this policy.

All leave taken under this policy during the prior 12 month period shall be subtracted from the employee's 12 week leave eligibility and the balance is the leave the employee is entitled to take at that time.

If a husband and wife both work for the County the maximum combined leave they shall be allowed to take in any 12 month period for the birth or placement of a child, or care for a parent with a serious health condition is 12 weeks. The combined limit is 26 weeks is a single 12 month period of leave is to care for a covered service member with a serious injury or illness.

An eligible employee is entitled up to 27 work weeks of leave to care for a covered service member with a serious injury or illness during a single 12 month period.

- a. The single 12 month period begins on the first day the eligible employee takes FMLA to care for covered service member and ends 12 months after that date.
- b. If an eligible employee does not take all of their 26 work weeks during this 12 month period, the remaining part of the 26 work weeks of leave entitlement to care for the covered service member is forfeited.
- c. This leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of 26 work weeks of leave if the leave is to care for different covered service members or to care for the same covered service member with a subsequent serious illness or injury, except that no more than 26 work weeks may be taken within any single 12 month period.
- d. If an eligible employee has already taken any portion of their eligible FMLA leave they will only be entitled to a combined total of 26 work weeks for any FMLA qualifying event in the single 12 month period.

PAID AND UNPAID

If an employee has accrued leave, the employee shall be required to use the following paid leave as detailed below: compensatory time, vacation, holiday and sick. The remainder of the leave shall be unpaid.

An employee who is taking leave because of their own serious health condition, or the serious health condition of an eligible family member shall be required to first use all earned compensatory time, then sick leave, vacation, and any other paid leave, with the remainder of the 12 week leave period being unpaid leave.

An employee taking leave for the birth of a child shall be required to use paid sick leave first, then earned compensatory time, vacation and holiday leave for the recovery period after the birth of the child and prior to being on unpaid leave.

After the recovery period from giving birth to a child. The employee shall be required to first use all earned compensatory time, then vacation and other available paid leave, except for sick leave with the remainder of the 12 week leave period being unpaid leave.

An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use first earned compensatory time, then vacation and other available paid leave, except for sick leave, with the remainder of the 12 week leave period being unpaid leave.

An employee is taking leave for a qualifying exigency for a covered military member shall be required to use first earned compensatory time, then sick leave, vacation, and any other available paid leave, except for sick leave, with the remainder of the 12 week leave period being unpaid leave.

An employee taking leave for the care of a covered service member shall be required to first use all earned compensatory time, then sick leave, vacation, and any other paid leave, with the remainder of the 26 week leave period being unpaid leave.

The maximum amount of paid and unpaid leave that may be used under this policy in any 12 month period is 12 weeks, except for qualifying leave to care for a covered military member with a serious injury or illness with the maximum leave being 26 weeks in a single 12 month period.

INSURANCE

While on leave under this policy, the County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.

The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally pay, or the coverage will be discontinued.

Payment for coverage under section 21 of this policy shall be made through regular payroll deduction while the employee is on paid leave.

While on unpaid leave, the employee shall be required to pay for premiums due to the County under section 21 of this policy no later than 30 days after the due date which the County sets or the coverage shall be discontinued.

At the end of the 12 weeks leave all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member where the eligible employee will be offered COBRA at the end of 26 weeks in a single 12 month period.

INTERMITTENT LEAVE AND REDUCED SCHEDULE

Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member or the care of a covered military member.

A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member or the care of a covered military member.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's 12 week leave eligibility. If the time missed is for the care of a covered military member with a serious injury or illness the time will be deducted from the employee's 26 week leave eligibility in a single 12 month period.

CERTIFICATION REQUIREMENTS

The County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.

The employee must respond to the request within 15 days of the request or provide a reasonable explanation for the delay. If an employee does not respond, leave may be denied.

Certification of the serious health condition of the employee shall include:

- a. The date the condition began;
- b. Its expected duration;
- c. The diagnosis of the condition;
- d. A brief statement of the treatment; and
- e. A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.

Certification of the serious health condition of an eligible family member shall include:

- a. A. The date the condition began;
- b. Its expected duration;
- c. The diagnosis of the condition;
- d. A brief statement of the treatment; and
- e. A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

Certification for leave taken because of a qualifying exigency shall include:

- a. A copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or called to active duty status in support of a contingency operation;
- b. The dates of the covered military members active duty service;

- c. A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
- d. The approximate date on which the qualifying exigency will start and end;
- e. If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency;
- f. If the qualifying exigency involves meeting with a third party, appropriate contact information such as: name, title, organization, address, telephone number, fax number and e-mail address and a brief description of the purpose of the meeting.

Certification for leave taken for a serious injury or illness of a covered military member shall include:

- a. If the injury or illness was incurred in the line of duty while on active duty;
- b. The approximate date on which the illness or injury occurred and the probable duration;
- c. A description of the medical facts regarding the covered military members health condition, sufficient to support the need for care;
- d. If the covered military member is a current member of the Regular Armed Forces, the National Guard or Reserves and the covered military member's branch, rank, and unit currently assigned to;
- e. The relationship of the employee and the covered military service member;
- f. In lieu of certification, an ITO (invitational travel orders) ITA (invitational travel authorizations) issued is sufficient certification for an eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every 6 months in connection with an eligible absence.

The County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification, except FMLA to care for a seriously injured or ill covered service member supported by an ITO or ITA.

If there is a conflict between the first and second certification, the County shall have the right to require a third certification, at the expense of the County, from a health care practitioner agreed upon by both the employee and the County, and this third opinion shall be considered final.

REQUESTING LEAVE

Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.

Where practicable, an employee should give his or her immediate supervisor at least 30 days notice before beginning leave under this policy.

Where it is not reasonably practicable to give 30 days notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable.

If an employee fails to provide 30 days notice for foreseeable leave, the leave request may be denied until at least 30 days from the date the County receives notice.

REINSTATEMENT

Employees returning from leave under this policy, and who have not exceeded the 12 week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the 26 week maximum, in a single 12 month period, allowed to care for a seriously ill or injured covered military member, shall be returned to the same job or a job equivalent to the job they held prior to going on leave.

Where an employee is placed in another position, it will be one which has equivalent status, pay, benefits, and other employment terms and one which entails substantially equivalent skill, effort, responsibility, and authority.

The County shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave; this includes employees who may still have sick leave or vacation leave still available.

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy shall be required to reimburse the County for all medical premiums paid by the County while the employee was on leave without pay.

OTHER BENEFITS

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

OTHER ISSUES

Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act FMLA and regulations issued to implement it.

The County may send out to an employee who has been out for 3 or more days a Medical Certification to determine the employees FMLA eligibility. The employee should have their physician complete and return the certification within 15 days of receipt to be eligible for FMLA. Failure to return medical certification may result in denial of FMLA

Employees will be required to provide a Fitness-for-Duty certification prior to returning to work.

Part 4

WAGES AND SALARY ADMINISTRATION

TYLER COUNTY POLICY ON HOURS OF WORK, WORKDAY AND WORKWEEK

Hours of Work

1. The normal hours of work for Tyler County shall be from 8:00 A.M. through 4:30 P.M.
2. The normal days of work shall be Monday through Friday except for official holidays.

Exceptions

1. In order to meet the needs of the county, certain departments or employees may be required to work a schedule that varies from the normal work schedule of the county or they may be subject to call in case of emergency or special need.
2. The need for schedules that vary from the normal schedule shall be determined by each department head.

Workday

A workday for the county shall be defined as the period beginning at midnight and ending exactly 24 consecutive hours later.

Workweek

For purposes of record keeping and compliance with the Fair Labor Standards Act (FLSA), a workweek for the County shall be defined as the period beginning at midnight each Friday and ending seven consecutive 24 hour periods later (168).

TYLER COUNTY POLICY ON PAY PERIODS

Pay Period

The pay period for the County shall be those presented by the County Treasurer and adopted by the Commissioners Court on an annual basis.

Salary Advances

Salary advances shall *not* be made to any employee for any reason.

TYLER COUNTY POLICY ON MINIMUM WAGE, OVERTIME PAY AND COMPENSATORY TIME

FLSA Compliance

In administering its wage and salary program, the minimum standards of the county shall be the basic standards set forth in the Fair Labor Standards Act (FLSA) and its amendments as it applies to county governments.

Applicability

1. This policy shall apply to all employees of the County who are not specifically exempt from the provisions of the FLSA.
2. The County Judge shall be responsible, with the assistance of other elected officials and department heads, for identifying the positions exempt under the FLSA.

Overtime

1. Shall be discouraged.
2. In calculating "hours worked" for purposes of overtime computation, hours worked shall include only hours spent in the service of the county (as defined in the FLSA) and shall exclude all paid leave.
3. Overtime shall be all hours actually worked in excess of forty (40) during the workweek which is defined in the policy on hours of work, workday and workweek.

Overtime Compensation

A nonexempt employee who works overtime during a workweek shall:

- A. Be given *compensatory* time at the rate of one and one-half (1 ½) hours compensatory time for each hour worked over forty (40) during the workweek.
- B. Be compensated at the rate of one and one-half (1 ½) times his/her regular rate for all hours worked in excess of 40 if employed in a position at the Sheriff's Department which warrants hardship for compensatory time.

Maximum Compensatory Time

1. The maximum compensatory time accrual for any employee shall be the maximum allowed under the provisions of the FLSA.
2. When an employee has reached the maximum compensatory time accrual, he/she shall be compensated in wages at the rate of one and one-half (1 ½) times his/her regular rate for any additional overtime hours worked.

Use of Compensatory Time

1. Use of compensatory time shall be subject to approval by the employee's supervisor.
2. Compensatory time may be used as vacation, sick leave or for any other reason as leave with pay.
3. If an individual's employment terminates before all of his/her earned compensatory time is used, he/she will be paid for all unused time at his/her regular rate on his/her final paycheck.

Recordkeeping

1. *Each employee* shall be responsible for recording any compensatory time taken within a pay period on the time sheet for that pay period. The record shall be submitted to the department head for approval.
2. Each supervisor shall be responsible for notifying the County Treasurer if overtime worked by his/her employees are to be paid in wages or accumulated as compensatory time.
3. If a supervisor fails to notify the County Treasurer as to how each of his/her employees' overtime is to be compensated, the Treasurer shall assume that overtime is to be accumulated as compensatory time.
4. The department head shall be responsible for keeping records of all compensatory time and shall update the balance due for each employee at the end of each pay period.

Compensatory Time / Employee Notification

1. The department head shall provide each employee who earns compensatory time with a statement of his/her compensatory time activity within five (5) working days of the end of the pay periods which end the final day of March, June, September and December.
2. The "Compensatory Time Activity Statement" shall show:
 - A. The Compensatory time balance at the start of the quarter;
 - B. All compensatory time earned each pay period;
 - C. All compensatory time used each pay period; and

D. The compensatory time balance at the end of each period.
 (A copy of this form is below.)

Law Enforcement and Fire Protection Employees

Over time compensation for Law Enforcement and Fire Protection employees of the county shall at least meet the minimum standards set forth in the Fair Labor Standards Act and any other federal or state Legislation which applies.

**TYLER COUNTY
 COMPENSATORY TIME BALANCE STATEMENT**

Compensation rate of one and one-half (1 ½) of regular rate for each hour worked over forty (40) during the workweek.

Employee Compensatory Time Balance Statement

Employee _____ Dept. _____ Year _____
 Original Date of Employment _____ Date of Rehire _____
 Supervisor _____

Pay Period	Balance forward	Time used	Time earned	Balance pay period
January 1		-	+	=
January 2		-	+	=
February 1		-	+	=
February 2		-	+	=
March 1		-	+	=
March 2		-	+	=
1st Quarter Recap				
April 1		-	+	=
April 2		-	+	=
May 1		-	+	=
May 2		-	+	=
June 1		-	+	=
June 2		-	+	=
2nd Quarter Recap				
July 1		-	+	=
July 2		-	+	=
August 1		-	+	=
August 2		-	+	=
September 1		-	+	=
September 2		-	+	=
3rd Quarter Recap				
October 1		-	+	=
October 2		-	+	=
November 1		-	+	=
November 2		-	+	=
December 1		-	+	=
December 2		-	+	=
4th Quarter Recap				

TYLER COUNTY POLICY ON PAYROLL RECORDS

Time Sheets

1. *Each employee* shall be required to keep an accurate time sheet each pay period which shows all hours worked and all requests for paid leave used.
2. On the last normal working day of each pay period, each employee shall be required to sign his/her completed time sheet and turn it in to his/her supervisor.
3. When the supervisor receives the time sheets from his/her employees, the supervisor shall review all the time sheets for completeness and accuracy and make any corrections, with the knowledge of the employee involved, which are necessary.
4. When the supervisor finishes reviewing the time sheets, he/she shall sign them and submit them to the County Treasurer before the end of the last working day of the pay period.

Retention of Records

The County Treasurer shall be required to keep copies of all time sheets and other payroll records for a minimum of three (3) years.

TYLER COUNTY POLICY ON PAY REDUCTIONS

Reasons

An employee's pay may be reduced for disciplinary reasons or demotion.

Discipline

The department head shall determine the amount of pay reduction when such a reduction is necessary for disciplinary reasons.

Demotion

1. If an employee's salary is reduced because of demotion, the salary shall be reduced to the level of an employee in the same or similar job who has equal experience.
2. If an employee is demoted to his/her former job after being promoted, the employee's rate of pay shall be the same as it was prior to the promotion.

TYLER COUNTY POLICY OF TERMINATION PAY

Termination Pay

If an employee leaves the service of the county, his/her final pay check shall include:

- A. Pay for all hours worked, but for which payment has not been received including, where applicable, time and one-half for overtime worked;
- B. Where applicable, pay for compensatory time which has been earned but not yet used;
- C. Pay for any leave time for which payment is due under the provisions of the Tyler County Personnel Policies;
- D. Deductions for any indebtedness to the county which employee may have incurred but which has not been paid.

Part 5

SEPARATION

TYLER COUNTY POLICY ON SEPARATION

Types

All separation from employment with the County shall be designated as one of the following types:

- A. Resignation
- B. Retirement
- C. No Fault
- D. Dismissal
- E. Reduction in Force (layoff); or
- F. Death

Resignation

1. A resignation shall be classified as any situation in which an employee voluntarily leaves his/her employment with the County and the separation does not fall into one of the other categories.
2. To resign in good standing, the employee shall be required to notify his/her supervisor of the intent to resign at least ten (10) working days prior to the last day of work.
3. A supervisor shall be responsible for notifying the County Treasurer as soon as an employee announces his/her intent to resign.

Retirement

The same requirements for resignation apply to retirement except for the fact that the employee should notify his/her supervisor at least thirty (30) days prior to the last day of work so that any retirement benefits due may be started promptly.

No Fault

A no fault separation shall be any separation which occurs during the new employee's probationary period in accordance with the provisions of the policy on probation.

Dismissal

1. A dismissal shall be any involuntary separation from employment which does not fall into one of the other categories of separation.
2. A supervisor may dismiss an employee at any time for just cause.

Disability

A separation for disability shall be any situation in which the employee is unable to perform the duties of his/her job for physical or mental reasons and has not requested or is not eligible for temporary or long term disability leave.

Reduction in Force

1. An employee shall be separated because of reduction when his/her position is abolished or when there is lack of funds or work.
2. Separations for reductions in force are subject to the provisions of the policy on layoffs.

Death

If an employee dies while in the service of the county, his/her designated beneficiary or estate shall receive all earned pay and payable benefits.

TYLER COUNTY POLICY ON LAYOFFS**Reasons**

1. While such action is avoided whenever possible, employees of the County may be laid off where a department head deems it necessary because of shortages of funds or work, the abolition of a job or jobs, other material changes in the organization or for other reasons which are beyond the control of the employees.
2. A layoff shall not reflect discredit on an employee or on his/her ability to do the job in which he/she was employed.

Transfers

Whenever possible, employees who are laid off in one department shall be integrated into other departments by transfer.

Sequence

If layoffs are required, they shall be based on demonstrated job performance and efficiency.

Reemployment

Employees who have been laid off shall be given preferential consideration for future job opening in the county.

Part 6**DISCIPLINE****TYLER COUNTY POLICY ON DISCIPLINE****Supervisor's Responsibility**

1. Each supervisor shall be responsible for noting and pointing out to the employee whenever the employee's work habits, production or personal conduct on the job falls below the acceptable level.
2. In counseling with an employee concerning failure to meet acceptable standards, the supervisor shall point out the following to the employee:
 - A. What action or behavior is failing to meet the acceptable standard;
 - B. What is the acceptable standard;
 - C. Why does failure to meet the standards create a problem;
 - D. What must the employee do to meet the standard; and
 - E. What is the time frame in which the standard must be met.

Immediate Formal Discipline

While it is desirable to counsel with an employee prior to initiating formal discipline, this policy shall not be interpreted to prevent immediate formal action whenever the best interest of the county and its effective operation require it.

Progressive Discipline

1. If the initial informal counseling session fails to produce the results desired, the steps in the formal process that a supervisor shall normally take are:
 - A. Formal verbal warning – records such warnings shall be retained by the supervisor but not placed in the employees file until the verbal warning leads to a written reprimand.
 - B. Written reprimand – A copy of the written reprimand shall be transmitted to the employee's personnel file.
 - C. Suspension – Suspension for up to fifteen (15) days may be given.
 - D. Demotion – Demotions may be given with the approval of the department head.
 - E. Involuntary separation – The involuntary separation is the final step in the progressive discipline process.
2. In instances where the nature of the action is severe enough or the employee has repeatedly fallen below the set standard, a supervisor may eliminate the lower steps in the discipline process and impose a higher level of discipline.

Written Notification

Except in instances of verbal warning, a supervisor disciplining an employee shall provide the employee with written documentation which includes:

- A. A description of the action or activity which is not meeting the acceptable standard;
- B. A statement of what the acceptable standard is;
- C. A statement as to why failure to meet the acceptable standard is a problem;
- D. A summary of what has been done to make the employee aware of the acceptable standard and to help him/her meet it;
- E. A summary of the discipline that has already been imposed;
- F. A description of the action the employee must take to meet the standard;
- G. A statement of the time limit in which the standard must be met. (This does not apply at the last step of the discipline which is involuntary separation.)
- H. A statement of what the consequences will be if the employee fails to meet the standard within the established time frame. (This does not apply at the last step of the discipline process which is involuntary separation.)

Reasons for Discipline

Reasons for taking disciplinary action shall include but not be limited to:

- A. Insubordination;
- B. Absence without approval, including failure to notify a supervisor of sick leave;
- C. Repeated tardiness or early departure;
- D. Endangering the safety of others through negligent or willful acts;
- E. Intoxication or drug abuse while on duty;
- F. Unauthorized use of public funds or property
- G. Violation of the requirements of these personnel policies;
- H. Conviction of a felony;
- I. Falsification of documents or records;
- J. Unauthorized use of official information or unauthorized disclosure of confidential information;
- K. Conviction of official misconduct;
- L. Unauthorized or abusive use of official authority;
- M. Incompetence or neglect of duty;
- N. Engaging in outside employment which conflicts or interferes with the performance of duties for the county.

Effects of Discipline

Disciplinary action shall not automatically or permanently disqualify an employee from consideration for future promotions, pay increases or other beneficial personnel action.

Suspension for Felony Indictment

1. The department head shall have the authority to review the facts of the situation where an employee is indicted of a felony or accused by information of official misconduct or oppression and decide whether the employee should be suspended, with or without pay, until the trial or appeal (if any) is completed.
2. A suspended employee shall be entitled to reinstatement to the position held before suspension, without loss of benefits or pay, if the indictment or information is dismissed, the employee acquitted or the conviction reversed on appeal.

Part 7**COUNTY TRAVEL POLICY****TYLER COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT****Personal Automobiles**

Several departments in the county require their employees to travel on official county business. When a county employee uses a personal automobile for this purpose, the employee may be reimbursed for use of personal auto on official county business at the same rate set by the state. Any change in the state rate will be applied to the county on January 1st, of the following year.

Reimbursement for the transportation is made from speedometer readings on personal auto, description of the purpose of the official county business, and documentation of proof of attendance.

Other expenses

Reimbursement for meals and other authorized expenses for staying over 12 hours will be paid on a per diem basis of \$50.00 per day (Effective January 1, 2008) without the requirement of presenting receipts.

Adjustments to per diem may be made by department supervisor for meals provided as part of registration etc. Employee will receive prior notice of any reduction in per diem by supervisor.

Per diem checks will be disbursed to supervisor the Friday before the travel is required.

Part 8

POST- RETIREMENT EMPLOYMENT

TYLER COUNTY POLICY FOR POST – RETIREMENT EMPLOYMENT

Policy

Tyler County requires all of its employees to participate in the Texas County & District Retirement System. This policy applies to retirees who seek reemployment with Tyler County.

Procedure

- A. The County rehires retirees after a bona fide separation of employment without a suspension of their monthly annuity.
- B. A bona fide separation means that there was no prior agreement or understanding between the employer and employee that the person would be rehired after retirement.
- C. A retiree who resumes employment with Tyler County must have had a break in service of at least one full calendar month (TCDRS requirement) and must have a bona fide separation. Any County department or office considering hiring a retiree should first consult with the County Treasurer's office.
- D. A retiree who resumes employment with the County and does not have a break in service of at least one full calendar month, or who resumes employment with Tyler County in essentially the same job as was previously held, is considered not to have retired from the system. This, the employee's service retirement annuity will be discontinued and the person must return any payment received.
- E. Any retiree who is rehired consistent with this policy will establish a new membership with TCDRS and will be considered to be a new member for the purpose of beneficiary determination and benefit selections.

Part 9

TECHNOLOGY

TYLER COUNTY TECHNOLOGY POLICY

Definition

Computers, computer systems and electronic media equipment (including computer accounts, laptop computers, printers, networks, software, electronic mail, Internet, World Wide Web connection, and voicemail) are technology that Tyler County provides to employees who have a business need.

Purpose

1. Tyler County desires to protect its interest with regard to its electronic records. Employees are expected to exhibit the same high level of ethical and business standards when using this new technology as they do with more traditional workplace communication resources.

2. Tyler County's e-mail and Internet system is intended to be used for business purposes. All e-mail/Internet records are considered County records and should be transmitted only to individuals who have a business need to receive them. Employees should always ensure that the business information contained in e-mail/Internet messages is accurate, appropriate, and lawful.

Monitoring

Employees have no right to an expectation of privacy. Tyler County owns the computer and software making up the systems and permits employees to use them in the performance of their duties for the County. E-mail messages and Internet and computer records are to be treated like shared paper files, with the expectation that anything in them is available for review by the Elected Official/Department Head for that department only.

Personal Use

Brief and occasional personal use of the computer systems, electronic mail systems or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense to the county.

Revelation to Law Enforcement

The County reserves the right to disclose employee's electronic records to law enforcement officials or to other third parties, through subpoena or process, without notification to or permission from the employees sending or receiving the messages. As a condition of initial and continued employment, all employees consent to Tyler County's review and disclosure of electronic records.

Illegal Material

Using Tyler County's automation systems to create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material is strictly prohibited. "Material" is defined as any visual, textual, or auditory entity. Such material violates Tyler County anti-harassment policies and is subject to disciplinary action. Tyler County's electronic mail system must not be used to violate the laws and regulations of the United States or any other nation or any state, city, province or other local jurisdiction in any way. If needed in a criminal investigation, Tyler County Law Enforcement will go into certain sites on the internet for investigation purposes. A log must be maintained citing case number and site visited.

The use of Tyler County resources for illegal activity can lead to disciplinary action up to and including dismissal and criminal prosecution. County equipment is not to be used to promote political candidates or issues.

Inappropriate Material

1. Activities that could damage Tyler County's reputation or potentially put the employee or Tyler County at risk for legal proceedings by any party are forbidden. "Chain letters", solicitations, and other forms of mass mailing are not permitted.
2. An employee who receives inappropriate communications on the e-mail system should notify his/her Department Head immediately.

Passwords

Employees are responsible for protecting their own passwords. Sharing user ID's, passwords, and account access codes or numbers is discouraged. Employees may be held responsible for misuse that occurs through such unauthorized use.

Outside Software

Introducing or using software designed to destroy or corrupt the County's computer systems with viruses or cause other harmful effects is prohibited. Down-loaded software may have viruses or worms and must be scanned with a virus detection program prior to execution.

Violation of Policy

An employee who violates this policy is subject to disciplinary action, up to and including termination of employment.

Part 10**ALCOHOL AND DRUG ABUSE****TYLER COUNTY POLICY ON ALCOHOL AND DRUG ABUSE****Statement of Purpose and Policy**

Employees / drivers are an extremely valuable resource for County's business. Their health and safety are a serious county concern. Drug or alcohol use may pose a serious threat to an employee / driver's health and safety. It is, therefore, the policy of the County to prevent substance use or abuse from having an adverse effect on our employees / drivers. The county maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on County property. Furthermore, employees / drivers have a right to work in an alcohol and drug-free environment and to work with employees / drivers free from the effects of alcohol and drugs. Employees / drivers who abuse alcohol or us drugs are a danger to themselves, their co-workers and the County's assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Highway Administration ("FHWA") has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these regulations and is committed to maintaining a drug-free work place. All employees / drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the county.

Specifically, it is the policy of the County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any employee / driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. FHWA states that mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce is subject to the CDL licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalyses), conduct breath testing, and / or search all County liability insured applicants and employees / drivers for alcohol and drug use, and those employees / drivers suspected of violating this policy who are involved in the U. S. Department of Transportation (DOT) reportable accident or who are periodically or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but also to ensure fairness

to each employee / driver. Every effort will be made to maintain the dignity of employees / drivers or applicants involved.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. TYLER County retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective June 11, 2007, and will supersede all prior policies and statements relating to alcohol or drugs for applicants, employees / drivers.

ADMINISTRATION GUIDE TO PERSONNEL

Alcohol and Drug Testing Procedures

I. Purpose

The purpose of this administration guide is to set forth the procedures for the implementation of controlled substances and alcohol use and testing of applicants, employees / drivers pursuant to the TYLER County Alcohol and Drug Abuse Policy. These procedures are not intended to alter any existing relationship between Tyler County and any employee / driver.

The County's Alcohol and Drug Program Administrator designated to monitor, facilitate, and answer questions pertaining to these procedures is the County Treasurer.

II. Definitions

When interpreting or implementing these procedures, or the procedures required by the Federal Highway Administration ("FHWA") controlled substance testing regulations, the following definitions apply:

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

"Alcohol concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

"Collection site" means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation of shipment of the samples to a laboratory.

"Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or

4. Is of any size and used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Material Regulations (49 CFR part 172, sub-part F).

“Controlled substance” has the meaning assigned by 21 U. S. C. 802 and includes all substances listed on Schedule I through V as they may be revised from time to time (21 CFR 1308).

“Driver” means any person who operates a motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are directly employed by or under lease to the county or who operates a motor vehicle at the direction of or with consent of TYLER County.

“Employee” means any person (excluding Elected Officials) who operates a motor vehicle that is insured for liability by the County.

“Drug” means any substance (other than alcohol) that is a controlled substance as defined in this section and 49 CFR Part 40.

“FHWA” means the Federal Highway Administration, U. S. Department of Transportation.

“Owner-Operator(s)” means a driver(s) who has been contracted for services with the County. For the purpose of these procedures the County’s Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the County’s Alcohol and Drug Abuse Policy like all County drivers.

“Medical Review Officer” (“MRO”) means a licensed M.D. or D.O. or approved testing facility with knowledge of drug abuse disorders that is employed or used by TYLER County to conduct drug testing in accordance with this part.

“Performing (a safety-sensitive function)” means an employee / driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform or immediately available to perform any safety-sensitive function.

“Random selection process” means that alcohol and drug tests are unannounced; that every employee / driver of a motor carrier is subject to their required test. Department Heads have the option to have all their employees (including non-drivers) subject to testing. Urine drug and alcohol breathalyzer screen test for CDL licensed employee / drivers will be conducted annually and shall equal or exceed twenty-five percent (25%). Urine drug and alcohol screen test for non-CDL licensed employee / drivers will be conducted annually and shall equal or exceed fifty percent (50%) of employees / drivers subject to testing by the county.

“Reasonable suspicion” means that the supervisor believes the actions or appearance or conduct of an employee or required motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.

“Safety-sensitive function” means any of those on-duty functions set forth in CFR 49 section 395.2.

“On duty time” means all time from the time an employee / driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. “On duty time” shall include:

1. All time on the county’s premises, at a carrier or shipper plant, terminal or facility, at a bank, or other property, or on any public property, waiting to be dispatched, unless the employee / driver has been released from duty by the county.
2. All time inspection, servicing, or conditioning any motor vehicle at any time;
3. All driving time;
4. All time, other than driving time, in or upon any motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading, attending a vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time spent performing the driver requirements relating to accidents;
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

III. Substance Prohibited / Prescription Medications

I. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol which, when consumed causes an alcohol concentration of 0.04 or greater.

II. **Controlled Substance:** In accordance with Tyler County and FHWA rules, urinalyses will be conducted to detect the presence of the following substances:

- Marijuana
- Cocaine
- Opiates (including heroin)
- Amphetamine/Methamphetamine
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines

III. **Prescription Medication:** Employees / drivers taking legally prescribed medication issued by a licensed health care professional familiar with the employee / driver’s work-related responsibilities must report such use to their immediate supervisor, and may be required to present written evidence from the health care professional which describes the effects such medication may have on the employee / driver’s ability to perform his/her tasks.

In the sole discretion of the Alcohol and Drug Program Administrator, an employee / driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.

IV. Prohibitions

A. Alcohol Prohibitions: The new alcohol rule prohibits any alcohol misuse that could affect performance of a function, including:

1. Use while performing safety-sensitive functions.
2. Use during the 4 hours before performing safety-sensitive functions.

3. Reporting for duty or remaining on duty to perform functions with an alcohol concentration of 0.04 or greater.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines that contain alcohol (prescription or over-the-counter), unless the packaging seal is broken.
5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test.
6. Refusal to take a required test.

NOTE: An employee / driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, on or be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that County policy has been violated, and could result in disqualification of a driver.

B. Drug Prohibitions: The regulations prohibit any drug use that could affect performance of functions, including:

1. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the employee / driver that the drug will not adversely affect the employee / driver's ability to safely operate the motor vehicle.
2. Testing positive for drugs; and
3. Refusing to take a required test.

All employees or drivers will inform the *Alcohol and Drug Program Administrator* of any therapeutic drug use prior to performing a safety-sensitive function.

V. Applicant, Employee and Driver Testing

A. Applicant Testing: All full-time and part-time County applicants will be required to submit to and pass a urine alcohol and drug test as a condition of employment. All CDL licensed applicants will be required to submit to and pass a breath alcohol and urine drug test as a condition of employment. Job applicants who are denied employment because of a positive test may reapply for employment after six months.

Offers of employment are made contingent upon passing the County's medical review, including the alcohol and drug test. Applicants who have received firm employment offers are to be cautioned against giving notice at the current place of employment, or incurring any costs associated with accepting employment with TYLER County until after medical clearance has been received. All newly hired employees / drivers shall not be permitted to start work until a confirmed result has been obtained by the *Alcohol and Drug Program Administrator*.

Driver applicant drug testing shall follow the collection, chain of custody, and reporting procedures as set forth in CFR 49 Part 40.

B. "Owner-operators": Owner-operators engaged by the County are not employees of the County, nor are they to be considered as such under this Policy. However, every owner-operator engaged to provide services to the county who are not under a COT approved drug and alcohol testing program must agree to, and successfully participate in the county's alcohol and drug testing program. All owner-operator

agreements will be entered into by the County contingent upon the operator's successful completion of urinalyses and breath analysis under all phases of the County's program, and are contingent upon the owner-operator's continued status as a medically qualified driver.

The term "driver" as used in these procedures includes owner-operators.

- C. "Employee Drivers": Under all circumstances, when a driver is directed to provide either a breath test or urine sample (Appendix C) in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, and the driver / employee will be terminated.

A. Suspicion-Based Testing:

A. **Reasonable Suspicion:** If an employee or driver is having work performance problems or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Policy where immediate management action is necessary, a supervisor, with the concurrence of the *Alcohol and Drug Program Administrator*, will require that the employee / driver submit to a breath test or urinalysis. The following conditions are signs of possible alcohol or drug use (not all-inclusive):

- Abnormally dilated or constricted pupils
- Glazed stare – redness of eyes (sclera)
- Flushed face
- Change of speech (i.e. faster or slower)
- Constant sniffing
- Increased absences
- Redness under nose
- Sudden weight loss
- Needle marks
- Change in personality (i.e. paranoia)
- Increased appetite for sweets
- Forgetfulness – performance faltering – poor concentration
- Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
- Constant fatigue or hyperactivity
- Smell of alcohol
- Slurred speech
- Difficulty walking
- Excessive, unexplained absences
- Dulled mental processes
- Slowed reaction rate

B. **Supervisors or dispatchers must take action** if they have reason to believe one or more of the above-listed conditions is indicated, and that the substance abuse is affecting an employee / driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately:

- Confront the employee involved, and keep under observation until the situation is resolved.
 - Secure *Alcohol and Drug Program Administrator's* concurrence to observation; job performance and County policy violations must be specific.
 - After discussing the circumstances with the supervisor, the *Alcohol and Drug Program Administrator* will arrange to observe or talk with the employee / driver, that the conduct or performance problem could be due to substance abuse, the employee / driver will be immediately required to submit to a breath test or urinalysis. If the employee /driver refuses to submit to testing for any reason, the employee / driver will be informed that continued refusal will result in their immediate termination.
 - Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply will subject the employee to immediate termination. All confiscated evidence will be receipted for with signatures of both the receiving supervisor, as well as the provider. If upon confrontation by the supervisor, the employee / driver admits to using alcohol or drugs in violation of this policy, it will be considered that they are resigning their position. They will be asked to complete a written resignation and if they fail to do so, the County will terminate them.
- C. The supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to the *Alcohol and Drug Program Administrator*.
- D. The *Alcohol and Drug Program Administrator* will remove or cause the removal of the employee / driver from the vehicle and ensure that the employee / driver is transported to an appropriate collection site and thereafter to the employee / driver's residence or, where appropriate, to a place of lodging. Under no circumstances will that driver be allowed to continue to drive a County vehicle or his/her own vehicle until a confirmed negative test is received.
- E. If, during the course of employment, the employee / driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
- The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the employee / driver;
 - The diagnosis and prescribed treatment of the employee / driver's condition will be determined by health care professionals designated by the *Alcohol and Drug Program Administrator* in conjunction with the employee / driver's physician; and
 - The employee / driver might be placed on medical leave for a predetermined period recommended by those medical professionals.

B. Post-Accident Testing:

Currently, federal regulations place the burden of compliance with post-motor vehicle-accident alcohol and drug testing regulations on the employee / driver. Therefore, all employee / drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an motor vehicle / equipment accident. The employee / driver shall remain

readily available for such testing or may be deemed by the *Alcohol and Drug Program Administrator* to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the employee / driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital report and other documents that would indicate whether there were any controlled substances in his/her system.

An accident is defined by FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must be established by a citation to the driver.

Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. (The failure of an owner-operator to comply with DOT post-accident and specimen collection rules will be considered a breach of his/her contract with the County, and the contract is invalid until appropriate substance abuse professional counseling has been complete.)

3. Random Testing: The County will conduct random testing for all covered employees / drivers as follows:

- A. A County-wide selection process which removes discretion in selections from any supervisory personnel will be adopted by the County. This process will select covered employees / driver through the use of a computerized program;
- B. The random testing, once begun, will provide for alcohol testing of at least twenty-five percent (25%) and for drug testing of at least fifty (50%) of all covered employees / drivers.
- C. The random testing will be reasonably spaced over any twelve (12) month period.
- D. Once notified, an employee / driver must proceed immediately to the assigned collection site.
- E. Employee / driver must provide a driver's license and a social security card to the assigned collection site for proper identification.

4. Designation of Appropriate Substance Abuse Professional:

The *Alcohol and Drug Program Administrator* will be responsible for designating the appropriate substance abuse professional whom, in conjunction with the employee / driver's physician, will diagnose the problem and recommend treatment.

- A. The employee's / driver's successful completion of the approved treatment program is a condition of continued employment.
- B. Following successful completion of any approved treatment program, the employee / driver will be required to submit to at least six random drug test during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition and/or testing positive is grounds for immediate termination.
- C. All supervisors will receive training to assist them in identifying alcohol and drug use behavioral characteristics.
- D. All substance abuse treatment will be at the employee's / driver's expense.

5. Return-To-Duty Testing:

Before an employee / driver, who has entered a voluntary rehabilitation program returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this policy and Part 382 Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.002 BAC or receive a confirmed negative result from a controlled substance urinalysis test.

VI. Collection of Breath and Urine Specimens and Laboratory Analysis

- A. Breath Alcohol Testing:** Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49, Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the employee / driver will be terminated.
- B. Specimen Collection:** Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designated to ensure the security and integrity of the specimen provided by each employee / driver, and those procedures will strictly follow federal chain-of custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each employee / driver submitting a specimen for analysis in accordance with these procedures.
- C. Laboratory Analysis:** As required by FHWA regulations, only a laboratory certified by Department of Health and Human Services (DHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the County. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

VII. Consequences: Appeal of Test Results

- A.** Alcohol and drug abuse may not only threaten the safety and productivity of all employees of TYLER County, but causes serious individual health consequences to those whom use them. Attachment #1 outlines several personal consequences which may result after abuse of controlled substances. Any confirmed actions prohibited by Part IV above, or refusing to take a breath test, will be grounds for termination. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.
- B.** Any employee / driver testing positive for the presence of a controlled substance will be contacted by the County's MRS. The employee / driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The County will not be a party to, or have access to matters discussed between the employee / driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the County as a negative.
- C.** Within 72 hours after the employee / driver has been notified of a positive test result for drugs he/she may request a retest at their expense of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent

laboratory, the test will be voided by the MRO, and the County's *Alcohol and Drug Program Administrator* will be notified. A retest may be initiated as appropriate.

VIII. Confidentiality

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Employees / drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substance tests. Copies will be provided within 5 days.

Collection of breath and urine sample must always be documented and sealed with a tamper-proof sealing system in the presence of the employee / driver, to insure that all test can be correctly traced to the employee / driver.

Drug test analysis from the DHHS approved laboratory will be forwarded directly to the Medical Review Officer assigned by the *Alcohol and Drug Program Administrator*.

Alcohol test results will be forwarded by the MRO to the *Alcohol and Drug Program Administrator* for confidential record keeping.

The fact of the test, and any test results, will be kept strictly confidential. The District Attorney will be designated to receive test results and will notify the appropriate Elected Official or department head, of drug test results on a need to know basis.

Part 10 Appendix A

Alcohol and Drug Effects

Section 382.601(b)(11) FMCSR mandates that all employees be provided with training material discussing the effects of alcohol and controlled substance use on the individual's health, work and personal life.

This attachment is intended to help individuals understand the personal consequences of substance abuse.

ALCOHOL

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

Health Effects

An average of three or more servings per day of beer (12 oz.), whiskey (1 oz.), or wine (6 oz.) over time may result in the following health hazards

- Dependency
- Fatal liver disease
- Kidney disease

- Pancreatitis
- Ulcers
- Decreased sexual functions
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Spontaneous abortion and neonatal mortality
- Birth defects

Social Issues

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2-3% of the driving population is legally drunk at any one time. This rate doubles at night and on weekends.
- 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol-related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol related. This was 43% of all highway fatalities.
- 30,000 people will die each year from alcohol caused liver disease.
- 10,000 people will die each year due to alcohol-related brain disease and suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

ALCOHOL'S TRIP THROUGH THE BODY

Mouth and Esophagus: Alcohol is an irritant to the delicate linings of the throat and food pipe. It burns as it goes down.

Stomach and Intestines: Alcohol has an irritating effect on the stomach's protective lining, resulting in gastric or duodenal ulcers. This condition, if it becomes acute can cause peritonitis, or perforation of the stomach wall. In the small intestine, alcohol blocks absorption of such substances as thiamine, folic acid, fat, vitamin B1, vitamin B2, and amino acids.

Bloodstream: 95% of the alcohol taken into the body is absorbed into the bloodstream through the lining of the stomach and duodenum. Once in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to clump together in sticky wads, slowing circulation and depriving tissues of oxygen. It also causes anemia by reduction of red blood cell production. Alcohol slows the ability of white cells to engulf and destroy bacteria and degenerates the clotting ability of blood platelets.

Pancreas: Alcohol irritates the cells of the pancreas, causing them to swell, thus blocking the flow of digestive enzymes. The chemicals, unable to enter the small intestine, begin to digest the pancreas, leading to acute hemorrhagic pancreatitis. One out of five patients who develop this disease die during the first attack. Pancreatitis can destroy the pancreas and cause a lack of insulin this resulting in diabetes.

Liver: Alcohol inflames the cells of the liver, causing them to swell and block the tiny canal to the small intestines. This prevents bile from being filtered properly through the liver. Jaundice develops, turning the whites of the eyes and skin yellow. Each drink of alcohol increases the number of live cells destroyed, eventually causing cirrhosis of the liver. The disease is eight times more frequent among alcoholics than among non-alcoholics.

Heart: Alcohol causes inflammation of the heart muscle. It has a toxic effect on the heart and causes increased amounts of fat to collect, thus disrupting its normal metabolism.

Urinary Bladder and Kidneys: Alcohol inflames the lining of the urinary bladder making it unable to stretch properly. In the kidneys, alcohol causes increased loss of fluids through its irritating effect.

Sex Glands: Swelling of the prostate gland caused by alcohol interferes with the ability of the male to perform sexually. It also interferes with the ability to climax during intercourse.

Brain: The most dramatic and noticed effect of alcohol is on the brain, it depresses brain centers, producing progressive in coordination: confusion, disorientation, stupor, anesthesia, coma, death. Alcohol kills brain cells and brain damage is permanent. Drinking over a period of time causes loss of memory, judgment and learning ability.

DRUGS

MARIJUANA

Health Effects

- Emphysema-like conditions
- One joint of marijuana contains cancer-causing substances equal to ½ pack of cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and 60 other chemicals in Marijuana concentrate in the ovaries and testes.
- Chronic smoking of Marijuana in males causes a decrease in testosterone and an increase in estrogen, the female hormone. As a result, the sperm count is reduced, leading to temporary sterility.
- Chronic smoking of Marijuana in females causes a decrease in fertility.

- A higher than normal incident of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life are common in pregnant Marijuana smokers.
- THC causes birth defects including brain damage, spinal cord, forelimbs, liver, and water on the brain and spine in test animals.
- Prenatal exposure may cause underweight newborn babies.
- Fetal exposure may decrease visual function.
- User's mental function can display the following effects:
 - Delayed decision making
 - Diminished concentration
 - Impaired short-term memory
 - Impaired signal detection
 - Impaired tracking
 - Erratic cognitive function
 - Distortion of time estimation

Workplace Issues

- THC is stored in the body fat and slowly released.
- Marijuana smoking has long-term effects on performance.
- Increased THC potency in modern Marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with Marijuana increases the impairing effect of both.

COCAINE

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

Health Effects

- Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing damage to critical nerve cells. Parkinson's Disease could also occur.
- Cocaine causes the heart to beat faster, harder, and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Strong dependency can occur with one "hit" of cocaine. Usually mental dependency occurs within days for "crack" or within several months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatment success rates are lower than other chemical dependencies.
- Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

Workplace Issues

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increases probability of accidents.
- High cost frequently leads to theft and/or dealing.
- Paranoia and withdrawal may create unpredictable or violent behavior.

- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

OPIATES

Narcotic drugs which alleviate pain and depress body functions and reactions.

Health Effects

- IV needle users have a high risk of contracting hepatitis or AIDS when sharing needles.
- Increase pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed.
- Narcotic effects are multiplied when combined with other depressants causing an increased risk for an overdose.
- Because of tolerance, there is an ever increasing need for more.
- Strong mental and physical dependence occurs.
- With increased tolerance and dependency combined, there is a serious financial burden for users.

Workplace Issues

- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user at high risk for an accident.
- Causes impairment of physical and mental functions.

AMPHETAMINES

Central nervous system stimulant that speeds up the mind and body.

Health Effects

- Regular use causes strong psychological dependency and increased tolerance.
- High dose may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risk taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

Workplace Issues

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- With heavy use to increasing fatigue, the short-term mental or physical enhancement reverses and becomes impairment.

PHENCYCLIDINE (PCP)

Often used as a large animal tranquilizer. Abused primarily for its mood altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior and an inability to speak or comprehend.

Health Effects

- The potential for accidents and overdose emergencies are high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

Workplace Issues

- Not common in workplace primarily because of the severe disorientation that occurs.
- There are four phases to PCP abuse:
 - Acute toxicity causing combativeness, catatonia, convulsions and coma. Distortions of size, shape and distorted perception are common.
 - Toxic psychosis with visual and auditory delusions, paranoia and agitation.
 - Drug induces schizophrenia.
 - Induced depression which may create suicidal tendencies and mental dysfunction.

**Part 10
Appendix B**

**EMPLOYEE NOTIFICATION LETTER
FOR REQUIRED EMPLOYEE / DRIVER**

I certify that I have received and read a copy of the Tyler County Alcohol and Drug Abuse Policy. I also understand the required testing procedures of said policy and agree that as a condition of my employment, I must comply with the policy and remain medically qualified to perform my duties. If I develop a problem with alcohol or drug abuse during my employment with Tyler County, I will seek assistance through the District Attorney, the county's designated *Alcohol and Drug Program Administrator*.

Print Name of Employee / Driver

Employee / Driver Signature

Date

**Part 10
Appendix C**

ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST NOTIFICATION

Part 382 – Controlled Substances and Alcohol Use Testing applies to drivers of this County

)(382.113 Requirement for Notice:

Before performing an alcohol or controlled substance test under this part, each employer shall notify a driver that the alcohol or controlled substances test is required by this part. No employer shall falsely represent that a test is administered under this part.

County Name _____

Driver / Applicant Name _____
(Print – First, M.I., Last)

You are hereby notified the following test will be administered in compliance with the Federal Motor Carrier Safety Regulations.

The test is scheduled: Date: _____
 Location: _____
 Time: _____

Check reason for test: Pre-employment Random
 Reasonable Suspicion /Cause Post Accident
 Return to duty Follow-up

Appointment instructions / comments:

I understand as a condition of my employment with the County, the above identified test is required.

Driver / Applicant's Signature

Date

Witnessed by:

County's Representative

Date

Retain in the Employee's Confidential File

**Part 10
Appendix D**

**OBSERVED BEHAVIOR
REASONABLE SUSPICION**

Personnel Office Use Only

Employee Number: _____
 Location: _____
 Incident Number: _____

Driver's Name	Date Observed										
Address of Incident: Street City State Zip Code	Time Observed From _____ a.m. p.m. To _____ a.m. p.m.										
<p>Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances. According to 49 CFR §382.307 (Reasonable Suspicion Testing) the employer shall require the driver to submit to a controlled substance or alcohol test if a supervisor or county representative who is trained in accordance with §382.603 determines that reasonable suspicion exists.</p>											
<p>Reasonable Suspicion determined for: <input type="checkbox"/> Alcohol <input type="checkbox"/> Controlled Substance</p> <p align="center">Mark items that apply and describe specifics</p>											
<p>1. Appearance: <input type="checkbox"/> Normal <input type="checkbox"/> Sleepy <input type="checkbox"/> Tremors <input type="checkbox"/> Clothing <input type="checkbox"/> Cleanliness</p> <p>Description _____</p>											
<p>2. Behavior: <input type="checkbox"/> Normal <input type="checkbox"/> Erratic <input type="checkbox"/> Inappropriate gaiety <input type="checkbox"/> Mood swings <input type="checkbox"/> Lethargic</p> <p>Description _____</p>											
<p>3. Speech: Description: _____</p>											
<p>4. Body Odors:</p>											
<p>5. Indications of the chronic and withdrawal effects of controlled substances:</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No.</p> <p>Explain: _____</p>											
<p>6. Other observations for reasonable suspicion:</p> <p>_____</p>											
<p align="center">Witnessed by:</p> <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;">_____ Signature</td> <td style="width:15%; border: none;">_____ Title</td> <td style="width:15%; border: none;">_____ Preparation Date</td> <td style="width:15%; border: none;">_____ Time</td> <td style="width:25%; border: none;">A.M. P.M.</td> </tr> <tr> <td style="border: none;">_____ Signature</td> <td style="border: none;">_____ Title</td> <td style="border: none;">_____ Preparation Date</td> <td style="border: none;">_____ Time</td> <td style="border: none;">A.M. P.M.</td> </tr> </table>		_____ Signature	_____ Title	_____ Preparation Date	_____ Time	A.M. P.M.	_____ Signature	_____ Title	_____ Preparation Date	_____ Time	A.M. P.M.
_____ Signature	_____ Title	_____ Preparation Date	_____ Time	A.M. P.M.							
_____ Signature	_____ Title	_____ Preparation Date	_____ Time	A.M. P.M.							
<p>The alcohol test must be administered within eight (8) hours following a reasonable suspicion determined.</p> <p>Employer retain in employee's confidential file.</p>											

**Part 10
Appendix E**

ALCOHOL AND CONTROL SUBSTANCE EMPLOYEE'S CERTIFIED RECEIPT

Employee's Name

County/Department

This is to certify that I have been provided educational materials that explain the requirements of) (382.601 and my employer's policies and procedures with respect to meeting the requirements. The materials include detailed discussion of the following checked (✓) items:

- ___ 1. The designated person to answer questions about the materials.
- ___ 2. The categories of drivers subject to Part 382.
- ___ 3. Sufficient information about the safety-sensitive functions and periods of the workday that compliance is required.
- ___ 4. Specific information concerning prohibited driver conduct.
- ___ 5. Circumstances under which a driver will be tested.
- ___ 6. Test procedures, driver protection and integrity of the testing processes, and safeguarding the validity of the test.
- ___ 7. The requirement that test are administered in accordance with Part 382.
- ___ 8. An explanation of what will be considered a refusal to submit to a test and the consequences.
- ___ 9. The consequences for Part 382 Subpart B violations including removal from safety-sensitive functions and)(382.605 procedures.
- ___ 10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.004.
- ___ 11. Information on the affect of alcohol and controlled substances use on:
*An individual's health *Signs and symptoms of a problem *Work *Available methods of intervening when a problem is suspected *Personal Life
- ___ 12. Optional information: _____

Employee's Signature

Date

Authorized Employer Representative

Date

(Retain in employee's Confidential File)

Part 11

Anti-Harassment Policy and Complaint Procedure

Policy

It is the policy of the County to treat all employees with respect and dignity and not to discriminate against any employee on the basis of any protected class. The County prohibits any form of harassment.

Harassment is prohibited by federal and state laws. This policy prohibits harassment of any kind; and, the County will take appropriate action swiftly to address any violations of this policy.

Definition

The definition of harassment is: verbal or physical conduct designed to threaten, intimidate, or coerce; also, verbal taunting (including racial and ethnic slurs) which, in the employee's opinion, impairs his or her ability to perform his or her job.

Harassment shall include, but not be limited to, verbal or physical conduct of a nature where:

- a. Submission to such conduct is either an expressed or implied condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as a basis for an employment decision affecting the harassed person; or
- c. Such conduct has the purpose of effect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of harassment are:

- (1) Verbal: Comments which are not flattering regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, disability, veteran status, or appearance. This includes epithets, slurs, and negative stereotyping.
- (2) Non-verbal: Distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual, or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance of disability, marital status, veteran status, or other protected status.

Claims

All claims of harassment shall be taken seriously and investigated promptly.

It is the intent that the privacy of the person involved will be protected to the extent necessary to conduct a proper investigation. While all claims of harassment shall be handled with discretion, there can be no complete assurance of full confidentiality.

If the investigation substantiates that the complaint is valid, immediate corrective action to stop the harassment and prevent its reoccurrence will be taken. Such corrective action may, in appropriate instances, include discipline up to and including discharge of the offending person.

Reporting

An employee who feels he/she has been or is being subjected to harassment should immediately report the situation to:

1. his/her immediate supervisor
2. the elected official or department head who is responsible for the department in which they work.

If, for any reason, the employee feels that reporting the harassment to the department head or elected official may not be the best course of action, the report should be made to the County Judge and/or the District Attorney.

The supervisor, elected official, or department head to whom a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim, filing a notice of the claim with the County Judge. The District Attorney may assist in the investigation of any and all alleged violations.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Retaliation

No hardship, no loss or benefit, and no penalty may be imposed on an employee as punishment for:

- a. filing or responding to a bona fide complaint of discrimination or harassment;
- b. appearing as a witness in the investigation of a complaint; or
- c. serving as an investigator.

Retaliation or attempted retaliation is a violation of this policy and anyone who does so will be subject to severe sanctions up to and including termination.

Other Rights

Reporting or failing to report claims in accordance with the procedure given in this policy shall not limit other legal recourse an employee may have in regard to harassment charges.

This policy amends and supersedes all other previously adopted policies on harassment.

Policy on Sexual Harassment

Purpose

To set forth the County's policy toward misconduct on the job; including the making of unwelcome sexual advances toward employees.

Policy

Unwelcome sexual advances, request for sexual favors, or any other verbal, written or physical conduct of a sexual nature constitutes sexual harassment when one or more of the following conditions exist:

- A. Submission to such conduct is made whether explicitly or implicitly as a term or condition of an employee's employment.
- B. Submission to or rejection of such conduct by an individual is used as the basis for personnel related decisions affecting such individual.
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Procedure

Any employee found to have acted in violation of the foregoing points shall be subject to appropriate disciplinary action up to and including termination of employment.

Any employee who believes he or she is a victim of sexual harassment on the job should immediately report the matter to his or her immediate supervisor or to another appropriate individual. The choice of whom to report the harassment is the employee's alone to make.

Normal, courteous, mutually respectful interactions between employees that are acceptable to both parties is not considered to be sexual harassment.

James G. Bergman
P.O. Box 793
Goodrich, Texas 77335

(936) 365-2861 Office
(936) 327-1713 Cell

May 12, 2010

Tyler County Sheriff Office
Sheriff David Hennigan
702 North Magnolia
Woodville, Texas 75979

Ref: 480' Radio Tower, Location 2 miles East
Of Tyler County Courthouse.

Tower Rent August 1, 2010 to August 1, 2011

1 Hi Band Transmit Antenna located at the 450' level on the tower. \$1.00 per ft x 450'	\$450.00 Per Month
1 Hi Band Receive Antenna located at the 480' level on the tower. \$1.00 per ft x 480'	\$480.00 Per Month
One Two Foot Microwave Receive Dish located at the 280' level On the Tower..... \$1.00 per ft x 280'	\$280.00 Per Month
One Two Foot Microwave Receive Dish located at the 220' level On the Tower\$1.00 per ft x 220'	\$220.00 Per Month
One Two Foot Microwave Transmit Dish located at the 120' level On the Tower\$1.00 per ft x 120'	\$120.00 Per Month
Furnish Building Space, Air Conditioning and Electricity for the Radio Equipment	\$100.00 Per Month
Furnish Emergency Generator Electricity When Power is Off.....	<u>\$100.00 Per Month</u>

TOTAL TOWER RENT PER MONTH..\$1,750.00

Page 2.

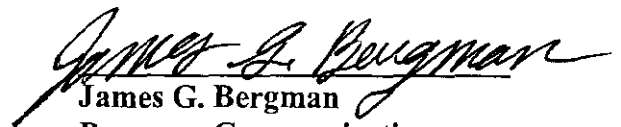
Total Tower Rent for 12 Month's (Aug 1, 2010 to Aug 1, 2011) \$21,000.00

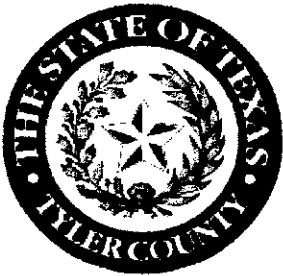
Bergman Communication (James G. Bergman) wishes to Donate
to Tyler County Sheriffs Office A Portion of this yearly cost. ... **(Credit) (\$17,000.00)**

**Please furnish Bergman Communications with a letter
Acknowledging the \$17,000.00 Donation**

Total Yearly Amount Due After Credit For Donation\$ 4,000.00

Sincerely,


James G. Bergman
Bergman Communications



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday
June 18, 2010
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda

"the wisdom to know what's right and the courage to do it"

➤ CALL TO ORDER

- Establish Quorum
 - Acknowledge Guests
 - Invocation *Rev. David Clark*
 - Pledge to the Texas Flag: *c/o M. Nash*
- "Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible."*

I. CONSIDER/APPROVE:

A. Commissioners Court minutes from previous meeting(s) – *D. Gregory none*

B. The paying of Tyler County bills – *Joyce Moore, Auditor w/H approve all ayes*

C. Go out for bids for 1987 Chevrolet Pick-up received from the Sheriff Posse – *J. Blanchette*

n/w all ayes

D. Award bid for ID# 05102010-07 Municipal Solid Waste from Tyler County Collection Transfer Station – *Joyce Moore, County Auditor*

*Turned over to Jack Walston 151 - 20¢ higher than Santee
Stan w/151 w/H all ayes*

E. Award Bid for ID# 05102010-01 Air Compressor Tank (bad)/SN034-6-4-85; ID# 05102010-02 Ford Tractor 7610/SN DC97262; ID# 05102010-03 Three trailer axles; ID# 05102010-04 Scrap Metal Pile; ID# 05102010-05 Tiger-Boom; ID# 05102010-06 Unimog truck with Case Backhoe (1987) – *J. Moore*

*101st decline John Lade JC Wilson / 21st - 26th JC Wilson 411st decline
1658th only bid decline w/n all ayes*

F. Per Sheriff will not be ready Contract between Tyler County and Newton County for out of county inmate housing during a declared disaster evacuation – *David Hennigan, Sheriff*

no action

G. Item # 1 Seeking Grant from the Meadows Foundation for \$7600 for computers and software for Summer Youth Program – *Terry Allen, Chief Juvenile Probation Officer*

*B/H - no assurance of getting grant - just seeking
all ayes*

H. Item # 2 Approved by DA Contract between Tyler County and City of Ivanhoe for the collection of the ad valorem tax for city – *Lynnette Cruse, Tax Assessor/Collector*

*n/H - May need to hire at least 1 more employe
all ayes*

I. Item # 3 Approved by DA Contract between Tyler County and City of Ivanhoe North for the collection of the ad valorem tax for city - Lynnette Cruse, Tax Assessor/Collector

n/w - all eyes

J. Judge has reviewed copy Amended "Employee Handbook of County Policy" - Sharon Fuller, Treasurer

In last quarter of ea yr, review Policy & amend if nec. - Lett Treas. send out

7. n/w all eyes

K. Appointment for vacant East Texas Health Access Network (ETHAN) Board position - Irma Dowden, Interim Executive Director

but m not agree

L. Purchase of iron ore gravel from Susan Overstreet - J. Walston

w/h - all eyes

M. Purchase of 7660 Terex Kubota Tractor from Beaumont Tractor - M. Nash

has \$ in pocket 79,900 - n/h all eyes

N. Item # 4 Seeking Grant from DETCOG by Don Morris to assist with increased expense of tower lease - D. Hennigan

inc. from 1500 - 4000 b/w - all eyes

II. PRESENTATIONS *:

A. Second Quarter Constable Report - Jim Zachary, Constable Pct. 4

- No -

James Berkman
owner of town
letter from Co. to
write off

B. WorkForce Tyler County office status - Sue Wood

Workforce to close 8:20 - Will have to get Livingston (or Jasper) - records will be in Polk Co.
have workspace
Work will be in Tyler Co. for satellite office w/ 2-3 computers if state can do so.
State has said "no" but will try to keep discussing. Approve pos. of part-time in 2 hrs.
Job training may be possibility.

> ADJOURN

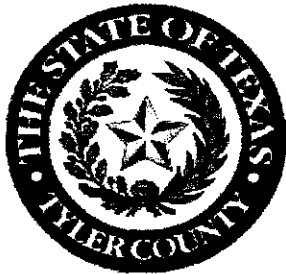
n/w adj. - 9:15

* Informational Presentations may be limited to 3 minutes

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041. Executed on _____ 2010 Time _____

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday
June 18, 2010
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
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- J. Amended** "Employee Handbook of County Policy" – *Sharon Fuller, Treasurer*
- K. Appointment** for vacant East Texas Health Access Network (ETHAN) Board position – *Irma Dowden, Interim Executive Director*
- L. Purchase** of iron ore gravel from Susan Overstreet – *J. Walston*
- M. Purchase** of 7660 Terex Kubota Tractor from Beaumont Tractor – *M. Nash*
- N. Seeking Grant** from DETCOG by Don Morris to assist with increased expense of tower lease – *D. Hennigan*

II. PRESENTATIONS *:

- A. Second Quarter Constable Report** – *Jim Zachary, Constable Pct. 4*
- B. WorkForce Tyler County office status** – *Sue Wood*

➤ **ADJOURN**

* Informational Presentations may be limited to 3 minutes

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Executed on June 15 2010 Time 8:20AM

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: Roxanne Hart (Deputy)