

At a Regular Meeting of the Commissioners' Court of Tom Green County, Texas, held in the Edd B. Keyes Office Building in San Angelo, Texas, on January 9, 2001, the following were present:

Clayton Friend, Commissioner Precinct #1
 Karl Bookter, Commissioner Precinct #2
 Jodie R. Weeks, Commissioner Precinct #3
 Richard S. Easingwood, Jr., Commissioner Precinct #4
 Michael D. Brown, County Judge
 Karla Johnston, Deputy County Clerk and Ex-officio Clerk
 of the Commissioners' Court

The meeting was called to order at 8:33 a.m. and immediately recessed to go into Closed/Executive Session to discuss matters listed on today's agenda.

The Closed/Executive Session adjourned and the Open Meeting reconvened at 9:42 a.m.

The Pledge of Allegiance was recited and the invocation was delivered by Commissioner Weeks.

Motion was made by Commissioner Weeks, seconded by Commissioner Bookter to approve the Consent Agenda as presented:

- A. Approve the minutes of the December 28, 2000 meeting.
- B. Accept the Minutes of Accounts Allowed, approve bills in the amount of \$1,164,974.03 and approve purchase orders for December 27-29, 2000 in the amount of \$4,875.00 and from January 2-5, 2001 in the amount of \$9,816.60.
- C. Approve the following salary expenditures:

| <u>Name</u> | <u>Department</u> | <u>Action</u> | <u>Eff. Date</u> | <u>Grade &Step</u> | <u>Salary</u> |
|-------------------------|-------------------|---------------|----------------------|----------------------------|---------------|
| Aguilera, Alejandio R. | Jail | New Hire | 01/08/01 | N/A | \$1458.00 S/M |
| Freeman, C. Michael | Jail | Demotion | 01/01/01 | 21/2 | \$1066.00 S/M |
| May, Corina A. | Jail | Rev.Eff.Date | 01/01/01 | 16/1 | \$ 811.80 S/M |
| Richter, Adam K. | Jail | Rehire | 12/29/00 | 16/1 | \$ 811.80 S/M |
| Swick, Randy G. | Sheriff | Rev.Eff.Date | 01/01/01 | 23/1 | \$1146.98 S/M |
| Kelso, Paul D. | R&B, 2/4 | New Hire | 01/08/01 | 13/1 | \$ 700.08 S/M |
| Adams, Joseph M. | Constables | New Hire | 01/02/01 | N/A | \$1145.84 S/M |
| Knox, Clifton P. | Constables | Prom/Trsf. | 01/01/01 | N/A | \$1145.84 S/M |
| Williams, Teresa L. | Constables | Prom/Trsf. | 01/01/01 | N/A | \$1145.84 S/M |
| Williams, Jaymie M. | Library | New Hire | 01/03/01 | P/T | \$ 5.15 /HR |
| Hartsfield, Brittney M. | Juv.Prob.(276) | New Hire | 01/09/01 | P/T | \$ 6.00 /HR |

and acknowledge the following as a matter of record:

| <u>Name</u> | <u>Department</u> | <u>Action</u> | <u>Eff. Date</u> | <u>Grade &Step</u> | <u>Salary</u> |
|----------------------|-------------------|---------------|----------------------|----------------------------|---------------|
| Liles, Stanley P. | Auditor | Revised Sal. | 01/08/01 | N/A | \$1654.42 S/M |
| Papazian, Rebecca | Auditor | Resignation | 01/05/01 | N/A | \$1654.42 S/M |
| Soto, Charlotte J. | Sheriff | Retirement | 12/31/00 | 24/5 | \$1330.45 S/M |
| Bradshaw, Lindsey A. | Extension | Resignation | 01/12/01 | P/T | \$ 250.00 S/M |
| Routh, Matthew W. | Juv.Detention | Dropped | 12/05/00 | Standby | \$ 5.50 /HR |
| Frieda, Charles R. | CRTC | Salary Inc. | 01/01/01 | N/A | \$ 903.58 S/M |
| Fry, Gary D. | CRTC | Salary Inc. | 01/01/01 | N/A | \$ 857.88 S/M |
| Schaefer, Gary M. | CRTC | Salary Inc. | 01/01/01 | N/A | \$1502.50 S/M |
| Schumann, Cari A. | CSCD (255) | Resignation | 01/15/01 | N/A | \$1129.92 S/M |

- D. Designate the location from which the Court shall convene during the next calendar year as any

County owned building upon 7 days notice.

There was no action on matters from the Closed/Executive Session.

Herb Straach of Templeton Construction reported on the New Tom Green County Justice Center project and the Roy K. Robb Post Adjudication Center. No action was taken.

Anne Bramble presented the list of Tom Green County Standing Committee Appointments for 2001 for approval. Judge Brown made the motion to accept the standing committees as amended (list recorded with these minutes). Commissioner Easingwood seconded the motion. All voted in favor of the motion and it carried.

Commissioner Friend noted that the DPS had confiscated a travel trailer and given it to Tom Green County and has been parked on the Sheriff's Office parking lot. Myron Schmiedekamp of the County Parks/Solid Waste Department informed the Court that the trailer could be used as an office at the Grape Creek dump site. Commissioner Weeks made the motion to approve the travel trailer to be moved by Mr. Schmiedekamp from the Sheriff's Department. Judge Brown seconded the motion, all voted in favor of the motion and it carried.

The elected officials bonds were presented to the Court for approval. Commissioner weeks made the motion to approve the bonds as presented (bonds recorded in the Official Bond and Deputation Record in the County Clerk's office). Commissioner Bookter seconded the motion, all voted in favor of the motion and it carried.

Purchasing Administrator Sandy Bradley addressed the Court regarding the outgoing elected officials fixed assets inventory. She stated that the inventories for the County Attorney and County Clerk were verified and no discrepancies found. She also noted that the items in the jail had been accounted for, but there are some items in the Sheriff's Office that have not been accounted for. There was a lengthy discussion, and it was suggested that the Purchasing Department submit a list of missing items once the new Sheriff completes his inventory. No action was taken.

Motion was made by Commissioner Bookter and seconded by Commissioner Easingwood to purchase two 12 yard dump trucks for Road & Bridge Precincts 2&4 from Permian Equipment from RFB01-013 for \$62,470.48 each with the \$612 extended warranty with the exception that the purchase order not be issued until instructed by Commissioners Bookter and Easingwood. All voted in favor of the motion and it carried.

Sheriff Hunt requested a clothing allowance for Eddie Noriega who has been reassigned from patrol duties to CID. He also noted that this would be in addition to his uniform allowance. Motion was made by Judge Brown and seconded by Commissioner Friend to authorize a plain clothes clothing allowance for Eddie Noriega. All voted in favor of the motion and it carried.

Sheriff Hunt also requested additional cell phones and pagers for his department. Motion was made by Commissioner Weeks, seconded by Commissioner Friend to approve the 5 additional cell phones and 13 additional pagers for the Sheriff's Department to be moved out of line item 675. All voted in favor of the motion and it carried.

Stewart Dickson and Lou Camelbeek from the Sheriff's Department presented the Resolution for a grant to continue the Family Violence Investigator. Mr. Dickson noted that they had been asked to include the years 2001 and 2002 in the resolution. Motion was made by Judge Brown and seconded by Commissioner Friend to approve the new resolution (recorded with these minutes) with the change of dates and authorize the execution of the cover letter indicating the new Sheriff as project director. All voted in favor of the motion and it carried.

Treasurer Dianna Spieker presented the November, 2000 monthly report. Motion was made by Commissioner Friend and seconded by Judge Brown to accept the November 2000 Treasurer's report as presented (recorded with these minutes). All voted in favor of the motion and it carried.

Commissioner Easingwood addressed the Court regarding Cooksey Road, a private road in his precinct. He noted that some of the landowners are requesting that the name of the road be changed and other landowners are opposed to the name change. Commissioner Easingwood made the motion that Cooksey Road, a private road, for

911 addressing remain the same. Commissioner Weeks seconded the motion, all voted in favor of the motion and it carried.

Motion was made by Commissioner Weeks and seconded by Commissioner Friend to approve the following FY2001 line item transfers as presented:

Fund: 001 General Fund

| <u>Department</u> | <u>Account</u> | | <u>Budget Increase</u> | <u>Budget Decrease</u> |
|----------------------|----------------|-------------------|----------------------------|----------------------------|
| 009 Non-Departmental | 0675 | Professional Fees | 2,050.00 | |
| 192 Reserve | 0601 | Contingency | | 2,050.00 |

Fund: 001 General Fund

| <u>Department</u> | <u>Account</u> | | <u>Budget Increase</u> | <u>Budget Decrease</u> |
|-------------------|----------------|------------------------|----------------------------|----------------------------|
| 035 Auditor | 0470 | Equipment(Capitalized) | 4 00.00 | |
| 035 Auditor | 0428 | Travel & Training | | 400.00 |

Fund: 001 General Fund

| <u>Department</u> | <u>Account</u> | | <u>Budget Increase</u> | <u>Budget Decrease</u> |
|-------------------|----------------|-----------------------|----------------------------|----------------------------|
| 080 Library | 0470 | Capitalized Equipment | | 1,023.12 |
| 080 Library | 0475 | Equipment | 1,023.12 | |

All voted in favor of the motion and it carried.

Herb Hooker of SK Engineering presented the replat of the Northeast part of Block 3 and the Northwest part of Block 2 in the Julia A. Bailey Subdivision. Motion was made by Commissioner Weeks and seconded by Commissioner Friend to approve the replat. All voted in favor of the motion and it carried.

Mr. Hooker also presented the Water Valley Memorial Garden Cemetery for approval as to location and layout. Motion was made by Commissioner Weeks and seconded by Judge Brown to approve the Water Valley Memorial Garden Cemetery as presented. All voted in favor of the motion and it carried.

There was no action taken on agenda item, "Consider issues relating to Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations".

Future agenda items were discussed.

Judge Brown announced that the cafeteria plan documents have been executed and submitted for recording with these minutes. He also announced that the Compromise Settlement Agreement and Release with Reid & Gary Strickland Co. concerning concrete damages in the new jail have been submitted for recording with these minutes.

There being no further business, the meeting was adjourned.

Michael D. Brown, County Judge

Karla Johnston, Deputy County Clerk
and Ex-officio Clerk of the
Commissioners' Court

-

730

Committe.xls

**RESOLUTION TO AUTHORIZE THE
SHERIFF TO APPLY TO THE
OFFICE OF THE GOVERNOR,
CRIMINAL JUSTICE DIVISION,
FOR A GRANT TO CONTINUE THE
FAMILY VIOLENCE INVESTIGATOR**

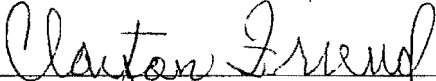
WHEREAS, Tom Green County Sheriff has filed a grant application with the Criminal Justice Division of the Governor's Office, State of Texas, for funding in the amount of \$26,870 in order to continue a Family Violence Investigator, and

WHEREAS, Tom Green County has agreed to contribute the total of \$8,957.00 in matching funds if the resolution is adopted and the application is approved, and

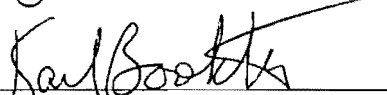
WHEREAS, Tom Green County agrees to accept the responsibility to adhere to all the grant regulations and guidelines, and if found in violation, the Tom Green County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full.

NOW, THEREFORE, BE IT RESOLVED, the Tom Green County Commissioners' Court does hereby authorize the Sheriff to apply to the Office of the Governor for a grant to continue the Family Violence Investigator for fiscal years 2001 and 2002, and additionally appoint the Tom Green County Sheriff as the official project director to act in connection with the grant application.


ADOPTED this the 9th day of January 2001.



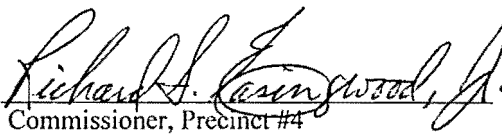
Commissioner, Precinct #1
Clayton Friend



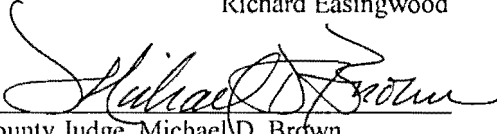
Commissioner, Precinct #2
Karl Bookter



Commissioner, Precinct #3
Jodie Weeks



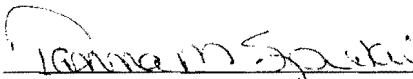
Commissioner, Precinct #4
Richard Easingwood



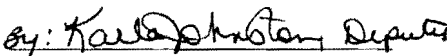
County Judge, Michael D. Brown

THE STATE OF TEXAS ()
COUNTY OF TOM GREEN ()

Before me, the undersigned authority, on this day personally appeared Dianna Spieker, County Treasurer of Tom Green County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

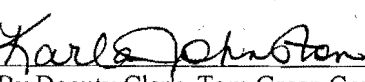

Dianna Spieker, County Treasurer, Tom Green County

Subscribed and sworn to before me on this the 9th day of Jan, 2001.

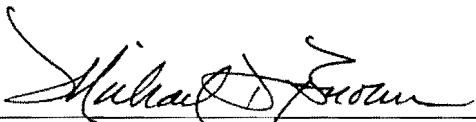
by: 
Elizabeth McGill, County Clerk, Tom Green County

.....
TREASURER'S REPORT
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For the month of Nov in the year of 2000.
Filed with accompanying vouchers this the 9th day of Jan 2001.

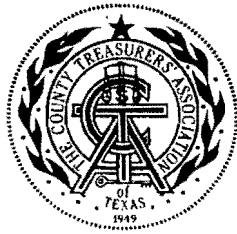
Elizabeth McGill, County Clerk, Tom Green County

By Deputy Clerk, Tom Green County

Examined, accepted, in open Commissioners' Court this 9th day of Jan 2001.



Presiding Officer, Commissioners' Court

TOM GREEN COUNTY, TEXAS



Dianna Spieker CCT, CIO
Tom Green County Treasurer

113 W Beauregard
San Angelo, TX 76903
(915) 659-3263 (915) 659-6440 (fax)
Email dianna.spieker@co.tom-green.tx.us

Commissioners' Court

REF: Treasurer's Monthly Report

Attached is a copy of the Treasurer's Monthly Report. Unavailable at this time were the copies of the pledged securities for both Checking and Trust accounts for Tom Green County by Texas State Bank. Included are copies of collateral for MBIA and Funds Management.

In addition, a copy of the Monthly Security report is attached.. This month's gain is \$151,898.17 (this includes interest received and accrued interest not yet received. Calculating only Market to Book value there is a loss of (25,938.88), this need not cause alarm, as TGC does not need to sell these securities for operating expenses, it was and still is the intent of the Investment Committee to hold these securities until they mature. For additional information please refer directly to the Security Report.

Thank you,

Dianna Spieker
County Treasurer

Dianna M. Spieker
Tom Green County Treasurer
Certified County Treasurer (CCT)
Certified Investment Officer (CIO)

Interest Balances and Rate

| | | |
|--------------------------------------|--------------|-------------|
| | \$955,048.48 | |
| FY00 Budget Interest Balance To Date | | |
| As of 12/11/00 \$955,048.48 | Percent | 0.263885967 |
| Budgeted 755,644.50 | Increase | 199,403.98 |
| FY01 Budget Interest Balance To Date | | |
| As of 12/11/00 \$59,914.20 | | |
| Flex Interest | 5.96% | |
| Geno Checking Interest | 6.13% | |
| Trag Checking Interest | 6.13% | |
| MBIA | 6.48% | |
| Funds Management | 6.40% | |

Monday December 11, 2000 12:29PM

-- Budget Inquiry - 2000-2001 Fiscal Year --

Revenue Account ID Mask(s): [-3701; [-3702; [-3703; [-3704; [-3705; [-3706

| ##. | Acct ID..... | Current Budget | YTD Revenue... | Revenue Receivable |
|---------------|--------------|----------------|----------------|--------------------|
| 1 | 001-370-3701 | 21,000.00 | 870.78 | 20,129.22 |
| 2 | 001-370-3703 | 110,000.00 | 3,198.02 | 106,801.98 |
| 3 | 001-370-3704 | 92,000.00 | -2,580.64 | 94,580.64 |
| 4 | 001-370-3705 | 0.00 | 0.00 | 0.00 |
| 5 | 001-370-3706 | 0.00 | 0.00 | 0.00 |
| 6 | 004-370-3701 | 0.00 | 0.00 | 0.00 |
| 7 | 005-370-3701 | 1,500.00 | 32.75 | 1,467.25 |
| 8 | 005-370-3703 | 27,000.00 | 1,246.54 | 25,753.46 |
| 9 | 005-370-3705 | 0.00 | 661.43 | -661.43 |
| 10 | 005-370-3706 | 0.00 | 0.00 | 0.00 |
| 11 | 006-370-3701 | 1,500.00 | 30.44 | 1,469.56 |
| 12 | 006-370-3703 | 27,000.00 | 1,771.53 | 25,228.47 |
| 13 | 006-370-3705 | 0.00 | 661.43 | -661.43 |
| ** 1 of 15 ** | | 707,190.00 | 59,914.20 | 647,275.80 |

Enter 'N' for Next Screen, 'P' for Previous Screen, "Account Index" for Detailed Budget Inquiry, or 'X' to Exit: ____

Monday December 11, 2000 12:30PM

-- Budget Inquiry - 1999-2000 Fiscal Year --

Revenue Account ID Mask(s): [-3701; [-3702; [-3703; [-3704; [-3705; [-3706

| ##. | Acct ID..... | Current Budget | YTD Revenue... | Revenue Receivable |
|-----|--------------|----------------|----------------|--------------------|
| 1 | 001-370-3701 | 15,000.00 | 31,304.51 | -16,304.51 |
| 2 | 001-370-3703 | 110,000.00 | 128,260.13 | -18,260.13 |
| 3 | 001-370-3704 | 118,000.00 | 111,408.83 | 6,591.17 |
| 4 | 004-370-3701 | 0.00 | 0.00 | 0.00 |
| 5 | 005-370-3701 | 850.00 | 1,521.71 | -671.71 |
| 6 | 005-370-3703 | 21,000.00 | 28,406.80 | -7,406.80 |
| 7 | 006-370-3701 | 900.00 | 1,524.97 | -624.97 |
| 8 | 006-370-3703 | 22,000.00 | 30,813.70 | -8,813.70 |
| 9 | 007-370-3701 | 300.00 | 0.00 | 300.00 |
| 10 | 008-370-3701 | 0.00 | 4,024.17 | -4,024.17 |
| 11 | 008-370-3703 | 0.00 | 2,478.04 | -2,478.04 |
| 12 | 009-370-3701 | 250.00 | 239.59 | 10.41 |
| 13 | 010-370-3701 | 90.00 | 337.28 | -247.28 |

** 1 of 12 ** 755,644.50 955,048.48 -199,403.98

Enter 'N' for Next Screen, 'P' for Previous Screen, "Account Index" for
Detailed Budget Inquiry, or 'X' to Exit: ____

482.

FROM : FUNDS MANAGEMENT GROUP PHONE NO. : 713 626 5742 Dec. 01 2000 11:31AM P1

To: Dianna Spieker
From: Joan Alexander

915-659-6440

| INVESTORS CASH TRUST ACCOUNTS | | | | |
|---|-------------|------------|----------------|----------------|
| December 1, 2000 11/30/00 PM POSTING | | | | |
| ACCOUNT NAME | ACCOUNT # | INTEREST | BALANCE | TOTAL |
| TOM GREEN COUNTY - GENERAL ACCOUNT | 654-0001432 | \$3,060.68 | \$623,000.00 | \$626,060.68 |
| TOM GREEN COUNTY - '95 CONSTRUCTION ACCOUNT | 654-0001439 | \$5,275.95 | \$1,002,464.74 | \$1,007,740.69 |
| TOM GREEN COUNTY - DEBT SERVICE | 654-0001443 | \$1,182.57 | \$349,500.00 | \$350,682.57 |
| AVERAGE RATE (11/01/00 THROUGH 11/30/00 - 30 days): 6.40% | | | | |
| COMPOUND EFFECTIVE YIELD: 6.60% | | | | |
| TOTAL: | | \$9,519.20 | \$1,974,964.74 | \$1,984,483.94 |



Close Report

Texas CLASS Daily Rates
November 2000

For more information, call MBIA Client Services at 1-800-395-5505

| Date | Daily Rate | Annual Yield |
|------------------|------------|--------------|
| 11/01/2000 | 6.45% | 6.66% |
| 11/02/2000 | 6.47% | 6.69% |
| 11/03/2000 | 6.47% | 6.69% |
| 11/04/2000 | 6.47% | 6.69% |
| 11/05/2000 | 6.47% | 6.69% |
| 11/06/2000 | 6.48% | 6.70% |
| 11/07/2000 | 6.49% | 6.71% |
| 11/08/2000 | 6.49% | 6.71% |
| 11/09/2000 | 6.49% | 6.71% |
| 11/10/2000 | 6.50% | 6.71% |
| 11/11/2000 | 6.50% | 6.71% |
| 11/12/2000 | 6.50% | 6.71% |
| 11/13/2000 | 6.49% | 6.70% |
| 11/14/2000 | 6.48% | 6.70% |
| 11/15/2000 | 6.49% | 6.70% |
| 11/16/2000 | 6.49% | 6.70% |
| 11/17/2000 | 6.48% | 6.69% |
| 11/18/2000 | 6.48% | 6.69% |
| 11/19/2000 | 6.48% | 6.69% |
| 11/20/2000 | 6.48% | 6.69% |
| 11/21/2000 | 6.48% | 6.69% |
| 11/22/2000 | 6.49% | 6.70% |
| 11/23/2000 | 6.49% | 6.70% |
| 11/24/2000 | 6.48% | 6.70% |
| 11/25/2000 | 6.48% | 6.70% |
| 11/26/2000 | 6.48% | 6.70% |
| 11/27/2000 | 6.48% | 6.69% |
| 11/28/2000 | 6.48% | 6.69% |
| 11/29/2000 | 6.48% | 6.69% |
| 11/30/2000 | 6.47% | 6.69% |
| Average | 6.48% | 6.70% |

Rates can vary over time. Past performance is no guarantee of future results.

INCOME MAP PREPARED FOR CUSIP NUMBER 595994880 - MERRILL LYNCH TGC FUND TYPE = DOLLAR-FOR-DOLLAR AUTOMATIC REINVEST = YES
POSTING OPTION = 2 CHARGES EXCLUDED ON POSTING FOR ACCT TYPES: NONE
INCOME COMPUTED ON END OF DAY BALANCES
CHARGE TYPE 1
COMPUTATION METHOD CODE = 1
CHARGE ALLOCATION METHOD = 1
TRANSACTION CODE FOR CHARGE = 302

| ACCT # | ACCOUNT NAME | ENDING PRIN BAL | GROSS INCOME | CHARGE TYPE 1 | NET INCOME |
|--------------------------|----------------------|--------------------|-----------------|------------------|---------------|
| 55008485314 | TOM GREEN GEN | 53.49 | 1625.89 | 0.13 | 1625.76 * |
| 55008487310 | TOM GR SELF-FUND | 0.25 | 0.00 | | |
| 55008500310 | TOM GREEN CO 93-A | 0.00 | 0.74 | 0.13 | 0.61 |
| 55008506317 | TOM GREEN CO 94 CERT | 0.00 | 0.03 | 0.13 | -0.10 |
| 55008507315 | TGC 92 CERT. INS | 0.00 | 1.51 | 0.13 | 1.38 |
| 55008508313 | TGC 93 CERT. INS | 0.00 | 2.55 | 0.14 | 2.41 |
| 55008509311 | TOM GREEN CO 94 INS | 0.00 | 5.01 | 0.14 | 4.87 |
| 55008510319 | TOM GREEN CO 94 RET | 0.00 | 20.91 | 0.14 | 20.77 |
| 55008511317 | TOM GREEN 95 CONST | 79.11 | 8914.48 | 0.14 | 8914.34 |
| 55008512315 | TGC 95 CONST I/S | 0.00 | 3.79 | 0.14 | 3.65 |
| 55008513313 | TOM GREEN 98 I/S | 0.00 | 23.98 | 0.14 | 23.84 |
| 55008515318 | TOM GREEN 98 TANIS | 0.00 | 0.18 | 0.14 | 0.04 |
| GRAND TOTALS | | 132.85 | 10599.07 | 1.50 | 10597.57 |
| TOTAL ADJUSTED CHARGES = | | 1.50 | | | |
| NET CHARGES DUE BANK = | | 1.50 | | | |

YOUR MAP IS VALID IF DOLLAR AMOUNT REINVESTED BY FUND IS BETWEEN 10598.85 AND 10599.29

*****IF VALID, ENTER THESE VALUES ON YOUR RELEASE ENTRY: (LEAVE OTHER FIELDS BLANK)*****

TRAN CODE: 080 CUSIP: 595994880 ACCRUED INT/INVENTORY: 1.50
AMOUNT: DOLLAR AMOUNT REINVESTED BY FUND IN ADDITIONAL SHARES PER ADVICE FROM FUND
SHARES: NUMBER OF SHARES RECEIVED FROM REINVESTMENT PER ADVICE FROM FUND
DESCRIPTION, POSTING DATE AND TRADE DATE: SEE ENTRY 080 IN AUTO-TRUST MANUAL FOR OPTIONS AVAILABLE TO YOU

ACTUAL POSTINGS WILL OCCUR WITH CODES SPECIFIED ON YOUR PROFILE FORM: 721 , 302

CASH CHANGE WILL BE: -1.50
SHARES/PAR CHANGE WILL BE: SAME AS SHARES/PAR FIELD
INVESTMENT CHANGE WILL BE: SAME AS AMOUNT FIELD

note 5.94

| TOM GREEN COUNTY TREASURER FUND RECAPITULATION | | | | | |
|--|--------------------------|-------------------------------|--------------------------------|-------------------------|--------------------------|
| # | FUND | October-00 DEMAND DEPOSITS | November-00 DEMAND DEPOSITS | October-00 FLEX PLAN | November-00 FLEX PLAN |
| 001 | GENERAL | \$113,221.86 | \$149,238.13 | \$321,068.08 | \$52.99 |
| 005 | R&B #1&3 | \$13,402.86 | \$4,990.61 | \$92,049.35 | \$0.00 |
| 006 | R&B #2&4 | \$13,557.25 | \$2,465.81 | \$181,476.89 | \$0.00 |
| 007 | CHEC/E.S.F.I | \$300.00 | \$300.00 | \$0.00 | \$0.00 |
| 008 | EMP. SELF-FUNDED INS | \$198,940.42 | \$158,322.42 | \$0.00 | \$0.00 |
| 009 | CAFETERIA PLAN | \$3,141.15 | \$5,645.55 | \$0.00 | \$0.00 |
| 010 | COUNTY LAW LIBRARY | \$2,635.44 | \$1,017.84 | \$73,655.33 | \$0.00 |
| 011 | ZP-CAFÉ | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 |
| 014 | LIBRARY/HUGHES | \$101.04 | \$237.68 | \$487,261.58 | \$0.00 |
| 015 | LIBRARY DONATIONS | \$73.12 | \$610.15 | \$7,760.59 | \$0.00 |
| 017 | DIST. CLK/RECORDS MGMT | \$1,388.36 | (\$570.85) | \$7,426.22 | \$0.00 |
| 018 | COURTHOUSE SECURITY | \$9,410.45 | \$2,350.38 | \$123,628.74 | \$0.00 |
| 019 | CO. CLK/RECORDS MGMT | \$1,235.31 | \$2,321.76 | \$10,726.50 | \$0.00 |
| 020 | LIBRARY MISC FUND | \$6,423.54 | \$1,383.96 | \$44,536.49 | \$0.00 |
| 021 | CIP DONATIONS | \$425.27 | \$428.31 | \$0.00 | \$0.00 |
| 022 | BATES FUND | \$106.10 | \$153.77 | \$88,851.37 | \$0.00 |
| 023 | '92 I&S | \$13,917.95 | \$5,594.33 | \$4,523.97 | \$0.00 |
| 024 | '93 I&S | \$3,044.47 | \$1,591.78 | \$7,673.33 | \$0.00 |
| 025 | GENERAL LAND PURCHASE | \$9,362.03 | \$455.57 | \$42.88 | \$0.00 |
| 026 | '94 CONSTRUCTION | \$0.00 | \$856.61 | \$0.00 | \$0.00 |
| 027 | DISASTER RELIEF | \$0.25 | \$0.25 | \$0.00 | \$0.00 |
| 028 | '93-A CERT OBLIG | \$1,062.85 | \$1,197.92 | \$2,215.23 | \$0.00 |
| 030 | COUNTY CLERK PRES. | \$5,049.21 | \$2,365.25 | \$65,442.11 | \$0.00 |
| 031 | UNINSURED MOTORIST | \$6,441.62 | \$5.99 | \$29.52 | \$0.00 |
| 032 | SHERIFF BOND | \$10,200.00 | \$10,700.00 | \$0.00 | \$0.00 |
| 035 | CRIMINAL JUSTICE | \$160.30 | \$289.45 | \$0.00 | \$0.00 |
| 036 | FINANCIAL RESPONSEBILITY | \$174.80 | \$176.03 | \$0.00 | \$0.00 |
| 037 | COMPREHENSIVE REHAB | \$43.08 | \$93.01 | \$0.00 | \$0.00 |
| 038 | WASTEWATER | \$1,395.50 | \$816.17 | \$3.49 | \$0.00 |
| 039 | '94 I&S | \$4,910.76 | \$2,063.51 | \$14,266.09 | \$0.00 |
| 040 | L.E.O.A. | \$19.81 | \$35.88 | \$0.00 | \$0.00 |
| 041 | BREATH ALCOHOL | \$37.21 | \$86.62 | \$0.00 | \$0.00 |
| 042 | L.E.M.I. | \$10.02 | \$18.28 | \$0.00 | \$0.00 |
| 043 | M.C.C. | \$39.15 | \$68.93 | \$0.00 | \$0.00 |
| 044 | '94 GNOB | \$23,406.17 | \$9,595.02 | \$62,835.70 | \$0.00 |
| 045 | COUNTY ATTORNEY | \$11,256.64 | \$9,424.04 | (\$140.12) | \$0.00 |
| 046 | L.E.O.C.E. | \$24.16 | \$49.69 | \$0.00 | \$0.00 |
| 047 | JURY DONATIONS | \$0.35 | \$1.00 | \$0.00 | \$0.00 |
| 048 | ELECTION CONTRACT | \$15,068.93 | \$15,164.85 | \$0.00 | \$0.00 |
| 049 | JE/CO JUDGE | \$2,256.36 | \$1,678.64 | \$0.00 | \$0.00 |
| 050 | 51ST D.A. STATE | \$398.31 | \$482.65 | \$0.00 | \$0.00 |
| 051 | LATERAL ROADS | \$32,728.92 | \$20,237.84 | \$0.00 | \$0.00 |
| 052 | 51ST D.A. | \$8,473.86 | \$8,487.75 | \$0.00 | \$0.00 |
| 053 | '95 CONSTRUCTION | \$33,875.59 | \$150,492.17 | \$3,696,485.00 | \$78.61 |
| 054 | '95 I&S | \$2,508.05 | \$819.71 | \$11,376.71 | \$0.00 |
| 055 | 119TH D.A. STATE | \$3,661.35 | \$3,925.85 | \$0.00 | \$0.00 |
| 056 | RANCHER'S LAMB | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 057 | 119TH D.A. D.P.S. | \$3,513.07 | \$3,513.07 | \$0.00 | \$0.00 |
| 058 | 119TH D.A. SPEC. | \$8,649.22 | \$8,663.40 | \$0.00 | \$0.00 |
| 059 | PARKS | \$259.85 | \$44.53 | \$0.00 | \$0.00 |
| 060 | CRIME VICTIMS COMP. | \$16,197.16 | \$5,233.68 | (\$163.33) | \$0.00 |
| 061 | OJP | \$28,867.13 | \$83.42 | \$1.88 | \$0.00 |
| 062 | CHAP | \$17,553.94 | \$42,016.71 | \$0.00 | \$0.00 |
| 063 | TAIP/CSC GRANT | \$86,196.54 | \$133,631.24 | \$0.00 | \$0.00 |
| 064 | D.T.P. | \$34,224.19 | \$46,757.30 | \$0.00 | \$0.00 |
| 065 | ADULT PROBATION | \$122,223.60 | \$301,333.02 | \$0.00 | \$0.00 |
| 066 | CRT RESIDENTIAL TRMT | \$156,338.09 | \$362,664.79 | \$0.00 | \$0.00 |
| 067 | COMM CORRECTION PRGM | \$30,987.38 | \$88,918.58 | \$0.00 | \$0.00 |
| 068 | ARREST FEES | \$2,539.10 | \$1,332.43 | \$26.41 | \$0.00 |
| 069 | TRAFFIC | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 070 | JUSTICE EDUCATION | \$1,612.11 | \$902.62 | \$14.76 | \$0.00 |
| 071 | STATE & MUNICIPAL FEES | \$26,330.64 | \$4,467.63 | (\$100.09) | \$0.00 |

| TOM GREEN COUNTY TREASURER FUND RECAPITULATION | | | | | |
|--|-------------------|-------------------------------|--------------------------------|-------------------------|--------------------------|
| # | FUND | October-00 DEMAND DEPOSITS | November-00 DEMAND DEPOSITS | October-00 FLEX PLAN | November-00 FLEX PLAN |
| 072 | CONSOL. CRT COST | \$19,004.47 | \$5,918.69 | (\$187.91) | \$0.00 |
| 073 | GRAFFITI | \$89.78 | \$90.35 | \$0.00 | \$0.00 |
| 074 | TIME PAYMENTS | \$6,170.13 | \$2,280.41 | \$20.32 | \$0.00 |
| 075 | V.C.S.O. | \$4,409.28 | \$4,316.93 | \$0.00 | \$0.00 |
| 076 | EMPLOYEE ENRICH | \$1,768.05 | \$1,837.74 | \$0.00 | \$0.00 |
| 077 | FUGITIVE | \$4,251.60 | \$2,136.75 | \$39.88 | \$0.00 |
| 078 | INDIGENT | \$1,454.95 | \$722.11 | \$13.62 | \$0.00 |
| 079 | JCD | \$218.27 | \$389.08 | \$0.00 | \$0.00 |
| 080 | BOND FEES | \$12.71 | \$30.52 | \$0.00 | \$0.00 |
| 081 | TCDP | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 082 | JUDICIAL | \$859.34 | \$3,500.44 | \$21.53 | \$0.00 |
| 083 | JUVENILE FACILITY | \$0.23 | \$0.00 | \$0.00 | \$0.00 |
| 084 | JDF | \$36,485.29 | \$160,819.05 | \$0.00 | \$0.00 |
| 085 | TXPC | \$463,219.24 | \$445,052.06 | \$0.00 | \$0.00 |
| 086 | TJP-TGC | \$18,597.08 | \$32,193.73 | \$0.00 | \$0.00 |
| 087 | TJP-DISC | \$35,683.59 | (\$876.99) | \$0.00 | \$0.00 |
| 088 | CHILD TRUST | \$1,288.73 | \$1,349.14 | \$0.00 | \$0.00 |
| 089 | INFPS | \$57,481.13 | \$60,588.26 | \$0.00 | \$0.00 |
| 090 | REG/PROG.SANC | \$119.59 | \$120.05 | \$0.00 | \$0.00 |
| 091 | TJP-COKE | \$1,771.22 | \$9,821.40 | \$0.00 | \$0.00 |
| 092 | CCP ASSISTANCE | \$65,709.00 | \$76,260.28 | \$0.00 | \$0.00 |
| 093 | NRP | \$13,989.38 | \$36,896.60 | \$0.00 | \$0.00 |
| 094 | EFTPS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 095 | PAYROLL | \$452.38 | (\$623.44) | \$0.00 | \$0.00 |
| 096 | C@L EXCESS | \$2,086.38 | \$91.90 | \$0.00 | \$0.00 |
| 097 | LEOSE/Sheriff | \$7,560.70 | \$39.49 | \$0.00 | \$0.00 |
| 099 | 98IS | \$25,660.47 | \$10,689.68 | \$72,067.63 | \$0.00 |
| 101 | 98 TAX IS | \$14,095.29 | \$1,655.97 | \$535.03 | \$0.00 |
| 102 | Const 1 LEOSE | \$1,402.76 | \$1,411.73 | \$0.00 | \$0.00 |
| 103 | Const 2 LEOSE | \$69.28 | \$69.72 | \$0.00 | \$0.00 |
| 104 | Const 3 LEOSE | \$1,846.18 | \$1,857.98 | \$0.00 | \$0.00 |
| 105 | Const 4 LEOSE | \$1,812.76 | \$1,824.35 | \$0.00 | \$0.00 |
| 106 | Justice Courts | \$11,837.39 | \$891.84 | \$0.00 | \$0.00 |
| 107 | Gates Training | \$43,712.99 | \$3,015.30 | \$0.00 | \$0.00 |
| 108 | Gates Public | \$55,591.09 | \$30,477.72 | \$0.00 | \$0.00 |
| TOTAL | | \$1,990,592.62 | \$2,472,581.57 | \$5,375,484.78 | \$131.60 |
| (\$856.61) | | | | | |

TOM GREEN COUNTY TR

| # | FUND | October-00 MBIA | November-00 MBIA | October-00 Funds Manage | November-00 Funds Manage | October-00 SECURITIES |
|-----|--------------------------|--------------------|---------------------|----------------------------|-----------------------------|--------------------------|
| 001 | GENERAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,986,178.88 |
| 005 | R&B #1&3 | \$250,000.00 | \$325,661.43 | \$0.00 | \$0.00 | \$0.00 |
| 006 | R&B #2&4 | \$250,000.00 | \$416,661.43 | \$0.00 | \$0.00 | \$0.00 |
| 007 | CHEC/E.S.F.I | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 008 | EMP. SELF-FUNDED INS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 009 | CAFETERIA PLAN | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 010 | COUNTY LAW LIBRARY | \$0.00 | \$23,000.00 | \$0.00 | \$50,000.00 | \$0.00 |
| 011 | ZP-CAFÉ | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 014 | LIBRARY/HUGHES | \$0.00 | \$3,000.00 | \$0.00 | \$485,000.00 | \$0.00 |
| 015 | LIBRARY DONATIONS | \$0.00 | \$7,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 017 | DIST. CLK/RECORDS MGMT | \$0.00 | \$9,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 018 | COURTHOUSE SECURITY | \$0.00 | \$134,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 019 | CO. CLK/RECORDS MGMT | \$0.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 020 | LIBRARY MISC FUND | \$0.00 | \$46,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 021 | CIP DONATIONS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 022 | BATES FUND | \$0.00 | \$1,000.00 | \$0.00 | \$88,000.00 | \$0.00 |
| 023 | '92 I&S | \$0.00 | \$0.00 | \$0.00 | \$34,000.00 | \$0.00 |
| 024 | '93 I&S | \$0.00 | \$0.00 | \$0.00 | \$13,500.00 | \$0.00 |
| 025 | GENERAL LAND PURCHASE | \$0.00 | \$9,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 026 | '94 CONSTRUCTION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 027 | DISASTER RELIEF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 028 | '93-A CERT OBLIG | \$0.00 | \$0.00 | \$0.00 | \$3,000.00 | \$0.00 |
| 030 | COUNTY CLERK PRES. | \$0.00 | \$67,800.00 | \$0.00 | \$0.00 | \$0.00 |
| 031 | UNINSURED MOTORIST | \$0.00 | \$6,500.00 | \$0.00 | \$0.00 | \$0.00 |
| 032 | SHERIFF BOND | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 035 | CRIMINAL JUSTICE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 036 | FINANCIAL RESPONSEBILITY | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 037 | COMPREHENSIVE REHAB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 038 | WASTEWATER | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 039 | '94 I&S | \$0.00 | \$0.00 | \$0.00 | \$24,000.00 | \$0.00 |
| 040 | L.E.O.A. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 041 | BREATH ALCOHOL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 042 | L.E.M.I. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 043 | M.C.C. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 044 | '94 GNOB | \$0.00 | \$0.00 | \$0.00 | \$113,000.00 | \$0.00 |
| 045 | COUNTY ATTORNEY | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 046 | L.E.O.C.E. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 047 | JURY DONATIONS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 048 | ELECTION CONTRACT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 049 | JE/CO JUDGE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 050 | 51ST D.A. STATE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 051 | LATERAL ROADS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 052 | 51ST D.A. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 053 | '95 CONSTRUCTION | \$1,000,000.00 | \$4,350,353.42 | \$1,000,000.00 | \$1,002,464.74 | \$0.00 |
| 054 | '95 I&S | \$0.00 | \$0.00 | \$0.00 | \$15,500.00 | \$0.00 |
| 055 | 119TH D.A. STATE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 056 | RANCHER'S LAMB | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 057 | 119TH D.A. D.P.S. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 058 | 119TH D.A. SPEC. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 059 | PARKS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 060 | CRIME VICTIMS COMP. | \$0.00 | \$24,200.00 | \$0.00 | \$0.00 | \$0.00 |
| 061 | OJP | \$0.00 | \$28,900.00 | \$0.00 | \$0.00 | \$0.00 |
| 062 | CHAP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 063 | TAIP/CSC GRANT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 064 | D.T.P. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 065 | ADULT PROBATION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 066 | CRT RESIDENTIAL TRMT | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 067 | COMM CORRECTION PRGM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 068 | ARREST FEES | \$0.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 069 | TRAFFIC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 070 | JUSTICE EDUCATION | \$0.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 071 | STATE & MUNICIPAL FEES | \$0.00 | \$22,000.00 | \$0.00 | \$0.00 | \$0.00 |

FUNDRECAP

3 of 6

TOM GREEN COUNTY TR

| # | FUND | October-00 MBIA | November-00 MBIA | October-00 Funds Manage | November-00 Funds Manage | October-00 SECURITIES |
|--------------|-------------------|-----------------------|-----------------------|----------------------------|-----------------------------|--------------------------|
| 072 | CONSOL. CRT COST | \$0.00 | \$29,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 073 | GRAFFITI | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 074 | TIME PAYMENTS | \$0.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 075 | V.C.S.O. | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 076 | EMPLOYEE ENRICH | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 077 | FUGITIVE | \$0.00 | \$5,500.00 | \$0.00 | \$0.00 | \$0.00 |
| 078 | INDIGENT | \$0.00 | \$1,900.00 | \$0.00 | \$0.00 | \$0.00 |
| 079 | JCD | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 080 | BOND FEES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 081 | TCDP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 082 | JUDICIAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 083 | JUVENILE FACILITY | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 084 | JDF | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 085 | TXPC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 086 | TJP-TGC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 087 | TJP-DISC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 088 | CHILD TRUST | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 089 | INFPS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 090 | REG/PROC.SANC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 091 | TJP-COKE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 092 | CCP ASSISTANCE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 093 | NRP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 094 | EFTPS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 095 | PAYROLL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 096 | C@L EXCESS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 097 | LEOSE/Sheriff | \$0.00 | \$7,600.00 | \$0.00 | \$0.00 | \$0.00 |
| 099 | 98IS | \$0.00 | \$0.00 | \$0.00 | \$129,000.00 | \$0.00 |
| 101 | 98 TAX IS | \$0.00 | \$0.00 | \$0.00 | \$17,500.00 | \$0.00 |
| 102 | Const 1 LEOSE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 103 | Const 2 LEOSE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 104 | Const 3 LEOSE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 105 | Const 4 LEOSE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 106 | Justice Courts | \$0.00 | \$12,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 107 | Gates Training | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 108 | Gates Public | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | | \$1,500,000.00 | \$5,550,076.28 | \$1,000,000.00 | \$1,974,964.74 | \$1,986,178.88 |

| TOM GREEN COUNTY TR | | | | | |
|---------------------|--------------------------|---------------------------|---------------------|----------------------|----------------|
| # | FUND | November-00 SECURITIES | October-00 TOTAL | November-00 TOTAL | Difference |
| 001 | GENERAL | \$1,986,178.88 | \$2,420,468.82 | \$2,135,470.00 | (\$284,998.82) |
| 005 | R&B #1&3 | \$0.00 | \$355,452.21 | \$330,652.04 | (\$24,800.17) |
| 006 | R&B #2&4 | \$0.00 | \$445,034.14 | \$419,127.24 | (\$25,906.90) |
| 007 | CHEC/E.S.F.I | \$0.00 | \$300.00 | \$300.00 | \$0.00 |
| 008 | EMP. SELF-FUNDED INS | \$0.00 | \$198,940.42 | \$158,322.42 | (\$40,618.00) |
| 009 | CAFETERIA PLAN | \$0.00 | \$3,141.15 | \$5,645.55 | \$2,504.40 |
| 010 | COUNTY LAW LIBRARY | \$0.00 | \$76,290.77 | \$74,017.84 | (\$2,272.93) |
| 011 | ZP-CAFÉ | \$0.00 | \$2,500.00 | \$2,500.00 | \$0.00 |
| 014 | LIBRARY/HUGHES | \$0.00 | \$487,362.62 | \$488,237.68 | \$875.06 |
| 015 | LIBRARY DONATIONS | \$0.00 | \$7,833.71 | \$7,610.15 | (\$223.56) |
| 017 | DIST. CLK/RECORDS MGMT | \$0.00 | \$8,814.58 | \$8,429.15 | (\$385.43) |
| 018 | COURTHOUSE SECURITY | \$0.00 | \$133,039.19 | \$136,350.38 | \$3,311.19 |
| 019 | CO. CLK/RECORDS MGMT | \$0.00 | \$11,961.81 | \$14,321.76 | \$2,359.95 |
| 020 | LIBRARY MISC FUND | \$0.00 | \$50,960.03 | \$47,383.96 | (\$3,576.07) |
| 021 | CIP DONATIONS | \$0.00 | \$425.27 | \$428.31 | \$3.04 |
| 022 | BATES FUND | \$0.00 | \$88,957.47 | \$89,153.77 | \$196.30 |
| 023 | '92 I&S | \$0.00 | \$18,441.92 | \$39,594.33 | \$21,152.41 |
| 024 | '93 I&S | \$0.00 | \$10,717.80 | \$15,091.78 | \$4,373.98 |
| 025 | GENERAL LAND PURCHASE | \$0.00 | \$9,404.91 | \$9,455.57 | \$50.66 |
| 026 | '94 CONSTRUCTION | \$0.00 | \$0.00 | \$856.61 | \$856.61 |
| 027 | DISASTER RELIEF | \$0.00 | \$0.25 | \$0.25 | \$0.00 |
| 028 | '93-A CERT OBLIG | \$0.00 | \$3,278.08 | \$4,197.92 | \$919.84 |
| 030 | COUNTY CLERK PRES. | \$0.00 | \$70,491.32 | \$70,165.25 | (\$326.07) |
| 031 | UNINSURED MOTORIST | \$0.00 | \$6,471.14 | \$6,505.99 | \$34.85 |
| 032 | SHERIFF BOND | \$0.00 | \$10,200.00 | \$10,700.00 | \$500.00 |
| 035 | CRIMINAL JUSTICE | \$0.00 | \$160.30 | \$289.45 | \$129.15 |
| 036 | FINANCIAL RESPONSEBILITY | \$0.00 | \$174.80 | \$176.03 | \$1.23 |
| 037 | COMPREHENSIVE REHAB | \$0.00 | \$43.08 | \$93.01 | \$49.93 |
| 038 | WASTEWATER | \$0.00 | \$1,398.99 | \$816.17 | (\$582.82) |
| 039 | '94 I&S | \$0.00 | \$19,176.85 | \$26,063.51 | \$6,886.66 |
| 040 | L.E.O.A. | \$0.00 | \$19.81 | \$35.88 | \$16.07 |
| 041 | BREATH ALCOHOL | \$0.00 | \$37.21 | \$86.62 | \$49.41 |
| 042 | L.E.M.I. | \$0.00 | \$10.02 | \$18.28 | \$8.26 |
| 043 | M.C.C. | \$0.00 | \$39.15 | \$68.93 | \$29.78 |
| 044 | '94 GNOB | \$0.00 | \$86,241.87 | \$122,595.02 | \$36,353.15 |
| 045 | COUNTY ATTORNEY | \$0.00 | \$11,116.52 | \$9,424.04 | (\$1,692.48) |
| 046 | L.E.O.C.E. | \$0.00 | \$24.16 | \$49.69 | \$25.53 |
| 047 | JURY DONATIONS | \$0.00 | \$0.35 | \$1.00 | \$0.65 |
| 048 | ELECTION CONTRACT | \$0.00 | \$15,068.93 | \$15,164.85 | \$95.92 |
| 049 | JE/CO JUDGE | \$0.00 | \$2,256.36 | \$1,678.64 | (\$577.72) |
| 050 | 51ST D.A. STATE | \$0.00 | \$398.31 | \$482.65 | \$84.34 |
| 051 | LATERAL ROADS | \$0.00 | \$32,728.92 | \$20,237.84 | (\$12,491.08) |
| 052 | 51ST D.A. | \$0.00 | \$8,473.86 | \$8,487.75 | \$13.89 |
| 053 | '95 CONSTRUCTION | \$0.00 | \$5,730,360.59 | \$5,503,388.94 | (\$226,971.65) |
| 054 | '95 I&S | \$0.00 | \$13,884.76 | \$16,319.71 | \$2,434.95 |
| 055 | 119TH D.A. STATE | \$0.00 | \$3,661.35 | \$3,925.85 | \$264.50 |
| 056 | RANCHER'S LAMB | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 057 | 119TH D.A. D.P.S. | \$0.00 | \$3,513.07 | \$3,513.07 | \$0.00 |
| 058 | 119TH D.A. SPEC. | \$0.00 | \$8,649.22 | \$8,663.40 | \$14.18 |
| 059 | PARKS | \$0.00 | \$259.85 | \$44.53 | (\$215.32) |
| 060 | CRIME VICTIMS COMP. | \$0.00 | \$16,033.83 | \$29,433.68 | \$13,399.85 |
| 061 | OJP | \$0.00 | \$28,869.01 | \$28,983.42 | \$114.41 |
| 062 | CHAP | \$0.00 | \$17,553.94 | \$42,016.71 | \$24,462.77 |
| 063 | TAIP/CSC GRANT | \$0.00 | \$86,196.54 | \$133,631.24 | \$47,434.70 |
| 064 | D.T.P. | \$0.00 | \$34,224.19 | \$46,757.30 | \$12,533.11 |
| 065 | ADULT PROBATION | \$0.00 | \$122,223.60 | \$301,333.02 | \$179,109.42 |
| 066 | CRT RESIDENTIAL TRMT | \$0.00 | \$156,338.09 | \$362,664.79 | \$206,326.70 |
| 067 | COMM CORRECTION PRGM | \$0.00 | \$30,987.38 | \$88,918.58 | \$57,931.20 |
| 068 | ARREST FEES | \$0.00 | \$2,565.51 | \$4,332.43 | \$1,766.92 |
| 069 | TRAFFIC | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 070 | JUSTICE EDUCATION | \$0.00 | \$1,626.87 | \$2,902.62 | \$1,275.75 |
| 071 | STATE & MUNICIPAL FEES | \$0.00 | \$26,230.55 | \$26,467.63 | \$237.08 |

FUNDRECAP

5 of 6

744

| TOM GREEN COUNTY TR | | | | | |
|---------------------|-------------------|---------------------------|---------------------|----------------------|---------------|
| # | FUND | November-00 SECURITIES | October-00 TOTAL | November-00 TOTAL | Difference |
| 072 | CONSOL. CRT COST | \$0.00 | \$18,816.56 | \$34,918.69 | \$16,102.13 |
| 073 | GRAFFITI | \$0.00 | \$89.78 | \$90.35 | \$0.57 |
| 074 | TIME PAYMENTS | \$0.00 | \$6,190.45 | \$5,280.41 | (\$910.04) |
| 075 | V.C.S.O. | \$0.00 | \$4,409.28 | \$4,316.93 | (\$92.35) |
| 076 | EMPLOYEE ENRICH | \$0.00 | \$1,768.05 | \$1,837.74 | \$69.69 |
| 077 | FUGITIVE | \$0.00 | \$4,291.48 | \$7,636.75 | \$3,345.27 |
| 078 | INDIGENT | \$0.00 | \$1,468.57 | \$2,622.11 | \$1,153.54 |
| 079 | JCD | \$0.00 | \$218.27 | \$389.08 | \$170.81 |
| 080 | BOND FEES | \$0.00 | \$12.71 | \$30.52 | \$17.81 |
| 081 | TCDP | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 082 | JUDICIAL | \$0.00 | \$880.87 | \$3,500.44 | \$2,619.57 |
| 083 | JUVENILE FACILITY | \$0.00 | \$0.23 | \$0.00 | (\$0.23) |
| 084 | JDF | \$0.00 | \$36,485.29 | \$160,819.05 | \$124,333.76 |
| 085 | TXPC | \$0.00 | \$463,219.24 | \$445,052.06 | (\$18,167.18) |
| 086 | TJP-TGC | \$0.00 | \$18,597.08 | \$32,193.73 | \$13,596.65 |
| 087 | TJP-DISC | \$0.00 | \$35,683.59 | (\$876.99) | (\$36,560.58) |
| 088 | CHILD TRUST | \$0.00 | \$1,288.73 | \$1,349.14 | \$60.41 |
| 089 | INFPS | \$0.00 | \$57,481.13 | \$60,588.26 | \$3,107.13 |
| 090 | REG/PROG.SANC | \$0.00 | \$119.59 | \$120.05 | \$0.46 |
| 091 | TJP-COKE | \$0.00 | \$1,771.22 | \$9,821.40 | \$8,050.18 |
| 092 | CCP ASSISTANCE | \$0.00 | \$65,709.00 | \$76,260.28 | \$10,551.28 |
| 093 | NRP | \$0.00 | \$13,989.38 | \$36,896.60 | \$22,907.22 |
| 094 | EFTPS | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 095 | PAYROLL | \$0.00 | \$452.38 | (\$623.44) | (\$1,075.82) |
| 096 | C@L EXCESS | \$0.00 | \$2,086.38 | \$91.90 | (\$1,994.48) |
| 097 | LEOSE/Sheriff | \$0.00 | \$7,560.70 | \$7,639.49 | \$78.79 |
| 099 | 98IS | \$0.00 | \$97,728.10 | \$139,689.68 | \$41,961.58 |
| 101 | 98 TAX IS | \$0.00 | \$14,630.32 | \$19,155.97 | \$4,525.65 |
| 102 | Const 1 LEOSE | \$0.00 | \$1,402.76 | \$1,411.73 | \$8.97 |
| 103 | Const 2 LEOSE | \$0.00 | \$69.28 | \$69.72 | \$0.44 |
| 104 | Const 3 LEOSE | \$0.00 | \$1,846.18 | \$1,857.98 | \$11.80 |
| 105 | Const 4 LEOSE | \$0.00 | \$1,812.76 | \$1,824.35 | \$11.59 |
| 106 | Justice Courts | \$0.00 | \$11,837.39 | \$12,891.84 | \$1,054.45 |
| 107 | Gates Training | \$0.00 | \$43,712.99 | \$3,015.30 | (\$40,697.69) |
| 108 | Gates Public | \$0.00 | \$55,591.09 | \$30,477.72 | (\$25,113.37) |
| TOTAL | | \$1,986,178.88 | \$11,852,256.28 | \$11,983,933.07 | \$131,676.79 |
| | | | \$11,852,256.28 | \$11,983,933.07 | |

Indebtedness

| November-00 | | | | | |
|---|-----------|---------------------------------|-------------------|----------------------|---------------------|
| TOM GREEN COUNTY INDEBTEDNESS Principal Payments Due Every February | | | | | |
| Matures | Fund Name | Fund Title | ORIGINAL | Previous O/S Balance | Current O/S Balance |
| 02/01/2002 | FUND 23 | TGC '92 CERTIFICATE OBLIGATION | (\$9,000,000.00) | (\$775,000.00) | (\$775,000.00) |
| 02/01/2003 | FUND 24 | TGC '93 CERTIFICATE OBLIGATION | (\$1,500,000.00) | (\$225,000.00) | (\$225,000.00) |
| 02/01/2002 | FUND 28 | TGC '93-A CERTIFICATE OBLIGATIO | (\$790,000.00) | (\$30,000.00) | (\$30,000.00) |
| 02/01/2005 | FUND 39 | TGC '94 CONSTRUCTION | (\$2,600,000.00) | (\$580,000.00) | (\$580,000.00) |
| 02/01/2002 | FUND 44 | TGC '94 GENERAL REFUNDING BON | (\$3,840,000.00) | (\$1,350,000.00) | (\$1,350,000.00) |
| 02/01/2003 | FUND 54 | TGC '95 CERT. OBLIG CONSTRUCTIO | (\$8,000,000.00) | (\$325,000.00) | (\$325,000.00) |
| 02/01/14 | FUND 99 | TGC '98 GNOB | (\$18,885,000.00) | (\$18,885,000.00) | (\$18,885,000.00) |
| 02/01/05 | FUND 101 | TGC TAX ANTICIPATION NOTES | (\$475,000.00) | (\$405,000.00) | (\$405,000.00) |
| | | TOTAL | (\$45,090,000.00) | (\$22,575,000.00) | (\$22,575,000.00) |

Prepared by TGC Treasurer

FROM : FUNDS MANAGEMENT GROUP

PHONE NO. : 713 626 5742

Dec. 07 2000 06:03PM P1



5005 Woodway, Suite 313 • Houston, Texas 77056 • (713) 626-5741 • 1-800-683-3644 • FAX (713) 626-5742

Fax

| | | | |
|-----------------|------------------|---------------|------------------|
| To: | Dianna Spieker | From: | Joan Alexander |
| Company: | TOM GREEN COUNTY | Pages: | 4 |
| Fax: | 915-659-6440 | Date: | December 7, 2000 |
| Re: | ICT Holdings | CC: | |

• **Comments:**

747

CORRECTION

INVESTORS CASH TRUST - GOVERNMENT SECURITIES PORTFOLIO
NOVEMBER 30, 2000

| CATEGORY OF HOLDINGS | ISSUE RATE | ISSUE DUE DATE | PURCHASE RATE | DUE DATE | PAR VALUE | BOOK VALUE | % OF TOTAL |
|----------------------------|---------------|-------------------|------------------|-------------|-----------------|-----------------|---------------|
| <u>TREASURIES</u> | | | | | | | |
| TOTAL TREASURY SECURITIES | | | | | \$0.00 | \$0.00 | 0.0000% |
| <u>AGENCIES</u> | | | | | | | |
| FHLMC | 6.4000% | 02/08/01 | 6.4000% | 02/08/01 | \$5,000,000.00 | \$4,983,900.00 | 1.5096% |
| FHLMC FNM (QL-21.5) | 6.5870% | 01/10/01 | 6.5870% | 01/10/01 | \$10,000,000.00 | \$9,998,961.75 | 3.0286% |
| FHLB | 5.1400% | 05/02/01 | 6.6900% | 05/02/01 | \$4,000,000.00 | \$3,975,368.63 | 1.2041% |
| FHLB | 6.6800% | 05/08/01 | 6.9500% | 05/08/01 | \$3,000,000.00 | \$2,996,727.45 | 0.9077% |
| FHLB FRN (1M L-20) | 6.4190% | 08/15/01 | 6.4200% | 12/15/00 | \$5,000,000.00 | \$4,997,583.14 | 1.5137% |
| FARM CREDIT (PRIME-300 BP) | 6.5000% | 05/25/01 | 6.5000% | 12/01/00 | \$15,000,000.00 | \$15,000,000.00 | 4.5434% |
| FARM CREDIT (3M-TB+48) | 6.8450% | 05/17/01 | 6.8450% | 12/05/00 | \$15,000,000.00 | \$14,998,507.66 | 4.5429% |
| FHLB (PRIME-300.5 BP) | 6.4950% | 03/29/01 | 6.4950% | 12/29/00 | \$5,000,000.00 | \$4,999,747.14 | 1.5144% |
| FHLB (PRIME-299.5 BP) | 6.5040% | 04/18/02 | 6.5050% | 12/01/00 | \$5,000,000.00 | \$4,999,310.33 | 1.5143% |
| FED HOME LOAN MTG CORP | 6.5400% | 01/25/01 | 6.5400% | 01/25/01 | \$10,000,000.00 | \$9,901,763.89 | 2.9992% |
| FED HOME LOAN MTG CORP | 6.5800% | 02/09/01 | 6.5700% | 02/09/01 | \$4,500,000.00 | \$4,500,405.00 | 1.3631% |
| FNMA | 6.4900% | 03/29/01 | 6.4900% | 03/29/01 | \$10,000,000.00 | \$9,792,025.00 | 2.9659% |
| FNMA P-303 | VARIABLE | 10/04/01 | 6.4700% | 12/01/00 | \$5,000,000.00 | \$4,997,567.75 | 1.5137% |
| FNMA P-301.5 | VARIABLE | 06/07/01 | 6.4850% | 12/01/00 | \$5,000,000.00 | \$4,997,864.78 | 1.5138% |
| FNMA FRN QL-20 | VARIABLE | 12/03/01 | 6.5360% | 12/01/00 | \$5,000,000.00 | \$4,998,050.00 | 1.5139% |
| FNMA | 6.4800% | 02/22/01 | 6.5800% | 02/22/01 | \$4,500,000.00 | \$4,495,635.00 | 1.3617% |
| FNMA | 6.5500% | 03/20/01 | 6.5500% | 03/20/01 | \$4,000,000.00 | \$3,999,964.16 | 1.2116% |
| FNMA | 7.2600% | 05/24/01 | 7.2600% | 05/24/01 | \$8,000,000.00 | \$8,000,000.00 | 2.4231% |
| FNMA | 6.6000% | 11/16/01 | 6.6000% | 11/16/01 | \$7,500,000.00 | \$7,500,000.00 | 2.2717% |

Dec. 07 2000 06:03PM P2

PHONE NO. : 713 626 5742

FROM : FUNDS MANAGEMENT GROUP

Dec. 07 2000 06:04PM P3

PHONE NO. : 713 626 5742

FROM : FUNDS MANAGEMENT GROUP

749

INVESTORS CASH TRUST - GOVERNMENT SECURITIES PORTFOLIO
NOVEMBER 30, 2000

| CATEGORY OF HOLDINGS | ISSUE RATE | ISSUE DUE DATE | PURCHASE RATE | DUE DATE | PAR VALUE | BOOK VALUE | % OF TOTAL |
|------------------------------|---------------|-------------------|------------------|-------------|------------------|------------------|---------------|
| FNMA | 5.8200% | 07/19/01 | 5.8200% | 07/19/01 | \$4,000,000.00 | \$3,982,454.01 | 1.2063% |
| FNMA FRN (PRIME-297 BP) | 6.5300% | 05/24/01 | 6.5300% | 12/01/00 | \$10,000,000.00 | \$10,000,000.00 | 3.0289% |
| OPIC GOVT GTD AGENCY | VARIABLE | 04/02/07 | 6.5000% | 01/02/01 | \$4,625,000.00 | \$4,625,758.97 | 1.4011% |
| OPIC GOVT GTD AGENCY | VARIABLE | 04/02/07 | 6.5000% | 01/02/01 | \$12,020,000.00 | \$12,019,321.42 | 3.6406% |
| SLMA FR (3M TB+54) | 6.8830% | 02/04/02 | 6.8840% | 12/05/00 | \$10,000,000.00 | \$9,998,874.18 | 3.0286% |
| SLMA FR (3M TB+50) | 6.8430% | 02/07/02 | 6.8440% | 12/05/00 | \$10,000,000.00 | \$9,996,378.25 | 3.0278% |
| SLMA FR (3M TB+48) | 6.8240% | 04/11/02 | 6.8240% | 12/05/00 | \$10,000,000.00 | \$9,994,800.61 | 3.0273% |
| SLMA FR (3M TB+50) | 6.8430% | 04/25/02 | 6.8440% | 12/05/00 | \$17,500,000.00 | \$17,488,315.92 | 5.2971% |
| TOTAL AGENCIES SECURITIES | | | | | \$208,645,000.00 | \$208,239,285.04 | 63.0740% |
| <u>REPURCHASE AGREEMENTS</u> | | | | | | | |
| Bear Stearns & Co. | | | | | | | |
| TRP BEAR STEARNS GVT REPO | 6.5200% | 12/05/00 | 6.5200% | 12/05/00 | \$19,000,000.00 | \$19,000,000.00 | 5.7549% |
| TRP BEAR STEARNS GVT REPO | 6.5200% | 12/06/00 | 6.5200% | 12/06/00 | \$12,000,000.00 | \$12,000,000.00 | 3.6347% |
| Chase Manhattan Bank | | | | | | | |
| TRP CHASE SEC GVT REPO | 6.5200% | 12/28/00 | 6.5200% | 12/28/00 | \$15,000,000.00 | \$15,000,000.00 | 4.5434% |
| TRP CHASE SEC GVT REPO | 6.5400% | 02/22/01 | 6.5400% | 02/22/01 | \$15,000,000.00 | \$15,000,000.00 | 4.5434% |
| Credit Suisse First Boston | | | | | | | |
| TRP FIRST BOSTON GVT REPO | 6.5700% | 01/08/01 | 6.5700% | 01/08/01 | \$14,000,000.00 | \$14,000,000.00 | 4.2405% |

Dec. 07 2000 06:04PM P4

PHONE NO. : 713 626 5742

FROM : FUNDS MANAGEMENT GROUP

**INVESTORS CASH TRUST - GOVERNMENT SECURITIES PORTFOLIO
NOVEMBER 30, 2000**

| CATEGORY OF HOLDINGS | ISSUE RATE | ISSUE DUE DATE | PURCHASE RATE | DUE DATE | PAR VALUE | BOOK VALUE | % OF TOTAL |
|--|-----------------------|---------------------------|--------------------------|---------------------|-------------------------|-------------------------|-----------------------|
| TRP FIRST BOSTON GVT REPO | 6.5700% | 01/08/01 | 6.5700% | 01/08/01 | \$10,000,000.00 | \$10,000,000.00 | 3.0289% |
| Merrill Lynch | | | | | | | |
| TRP MERRILL LYNCH GVT REPO | 6.5300% | 12/04/00 | 6.5300% | 12/04/00 | \$15,000,000.00 | \$15,000,000.00 | 4.5434% |
| Morgan Stanley & Co | | | | | | | |
| TRP MORGAN STANLY GVTS | 6.5000% | 12/05/00 | 6.5000% | 12/05/00 | \$10,000,000.00 | \$10,000,000.00 | 3.0289% |
| TRP MORGAN STANLY GVTS | 6.5600% | 01/25/01 | 6.5600% | 01/25/01 | \$10,000,000.00 | \$10,000,000.00 | 3.0289% |
| State Street Bank | | | | | | | |
| SSB REPO | 6.4700% | 12/01/00 | 6.4700% | 12/01/00 | \$7,336,000.00 | \$7,336,000.00 | 2.2220% |
| TOTAL REPURCHASE AGREEMENTS | | | | | \$127,336,000.00 | \$127,336,000.00 | 38.5690% |
| TOTAL INVESTMENTS | | | | | \$335,981,000.00 | \$335,575,285.04 | 101.6430% |
| Other Assets Less Liabilities | | | | | | (\$5,424,501.05) | -1.6430% |
| TOTAL NET ASSETS | | | | | | \$330,150,783.99 | |
| TOTAL NET ASSETS (TREASURY PORTFOLIO FUND 43) | | | | | | \$55,433,054.53 | |
| TOTAL NET ASSETS (ICT) | | | | | | \$385,583,838.52 | |

FROM : FUNDS MANAGEMENT GROUP

PHONE NO. : 713 626 5742

Nov. 22 2000 11:57AM P2

LOOKUP: SHAREOWNER VERIFICATION

FUNC TP FUND 0000044 QUAL 6540001443 SFFX

-- (0000044-06540001443/7) -----
PENDING TRADES

REGISTERED TO: TOM GREEN COUNTY ALPHA CODE.. TOMGRDBSER
DEBT SERVICE ACCOUNT
ATTN: DIANNA SPIEKER
COUNTY TREASURER
113 W BEAUREGARD AVE
SAN ANGELO TX 76903-5834

ZIP.. 76903-5834

LOOKUP: TRANSACTION DETAIL (PAGE 1 OF 2)

FUNC TP FUND 0000044 QUAL 6540001443 SFFX

-- (SS-0000044-06540001443/7) ----- (CONTINUED) --

| | | | |
|-------------------|--------------|---------------------|------------|
| AVAILABLE SHRS... | 349,500.0000 | COLLECTED BAL.. | 189,000.00 |
| NET ESCROW SHRS.. | 0.0000 | PEND UNCOL BAL. | 0.00 |
| | | MULTI CLASS ACCT... | |

| | | |
|-----------------------------------|------------------|-------------|
| DESCRIPTION : SHARE PURCHASE-WIRE | TRANS CD/SFX : | 001 / 001 |
| TRAN STATUS : ACTIVE | DEALER/BRANCH : | 60058 / 002 |
| OPERATOR : 61802 | BATCH NUMBER : | 654 |
| ENTRY DT/TM : 11/22/2000 - 08:22 | SHARES : | |
| TRADE DATE : 11/22/2000 | GROSS DOLLARS : | 160,500.00 |
| PAYMENT DATE: | NET DOLLARS : | |
| AMOUNT TYPE : DOLLARS | REASON CODE : | |
| PAYMENT CODE: NET | DISCOUNT CAT : | |
| AM/PM CODE : AM | CUM DISC NUMBER: | 77657 |
| MAIL CODE : SHAREOWNER | LOI NUMBER : | |

PA1=EXIT PA2=MENU PF3=TRANSACTION LIST PF7=PREV TRANS PF8=NEXT TRANS
PF11=REGISTRATION



Broker/Dealer Services
One Wall Street, Fourth Floor
New York, NY 10286

20001128

TOM GREEN COUNTY TEXAS
C/O TEXAS STATE BANK
TRUST DEPT
2201 SHERWOOD WAY
SAN ANGELO, TX 76901
ATTN: LARRY TURNER

55M-04637

FLEXICASH(tm) REPURCHASE AGREEMENT DAILY CONFIRMATION

This confirmation is supplied in connection with your Merrill Lynch FlexiCash Repurchase Transaction and Custody agreement with you ("Customer"), Merrill Lynch Government Securities Incorporated ("Seller"), and The Bank of New York ("Custodian"). Any questions regarding this confirmation should be directed to The Bank of New York Retail Tri-party Desk at (212)635-4873.

For the Transaction Date stated below, you ("Customer") have purchased and we ("Custodian") have received the securities listed below until maturity or otherwise instructed by you ("Customer"), and simultaneously delivered the investment amount (provided below) to Merrill Lynch Government Securities Incorporated. The collateral margin value (provided below) reflects the mark to market collateral pricing and is within the contractual collateral margin requirements. The Interest Rate displayed below will be paid by the borrower.

Please Note: If Merrill Lynch chooses to terminate any and all Purchase Transactions upon the occurrence of an event of default, the Repurchase shall be deemed to occur. The Custodian shall immediately deliver all

Portfolio Transactions :

| Transaction Date | Portfolio Name | Transaction Type | Rate | Today's Investments |
|------------------|------------------------|------------------|------|---------------------|
| 20001128 | 620 US TREASURY WEEKLY | No Transaction | 6.07 | \$0.00 |

Portfolio Summary:

| | | | |
|----------------------------|-------------|---------------------------------|-------------|
| Portfolio Opening Balance: | \$10,728.35 | Portfolio Net Accrued Interest: | \$1.81 |
| Portfolio Net Investment | \$0.00 | Portfolio Closing Balance: | \$10,728.35 |
| Sub Total: | \$10,728.35 | Securities Required: | \$10,942.92 |

Securities Purchased:

PAGE 1 11/30/00 19:36:47 BE HOLDINGS STATEMENT
CC1 K1 BIN#:

DI#: 111323906 TEXAS ST SAN ANG ACCT: 1032 ACCOUNT B

TEXAS STATE BANK
ATTN ANN HOELSCHER
P O BOX 3186

SAN ANGELO TX 76901

ATTENTION SECURITIES TRANSFER STAFF

| SCTY | MTRTY DT | BVF | PAR BALANCE | LST ACTY |
|-----------------------------|----------|------------|----------------|----------------|
| 31364GH28 5.81 FNNT D 01-04 | 04/19/04 | 1.00000000 | \$1,000,000.00 | 04/27/99 |
| 9128275A6 4 3/4 NOTE E 04 | 02/15/04 | 1.00000000 | \$1,000,000.00 | 04/27/99 |
| ACCT TOTALS: | #ISSUES: | 2 | PAR BAL: | \$2,000,000.00 |

Account Id : 001-370-3704 - Revenue - DETAIL

Account Balance as of 11/30/2000: -2,580.64

Budget: 92,000.00 YTD Revenues: -2,580.64 Balance: 94,580.64

..Total Debits ..Total CreditsNet Change Closing Balance
 Balance Fwd 0.00
 2000 October 31,630.64 29,050.00 -2,580.64 -2,580.64
 November -2,580.64

157,408.71

| Apply Dt | P | Trans Id.... | Description..... | Debit..... | Credit..... | Encumbrance... | Unencumbrance.. |
|-------------------------|---|--------------|--|------------|-------------|----------------|-----------------|
| 04/27/99 | Y | JE-10130 | 9128275A6;PURCHASE 5YR US TREASURY;MATUR | 9,316.30 | 0.00 | 0.00 | 0.00 |
| 04/27/99 | Y | JE-10150 | 31364GH28;PURCHASE 2 YR FNMA CALLABLE;MA | 1,291.11 | 0.00 | 0.00 | 0.00 |
| 08/19/99 | Y | REV-36394 | Rcpt 34526; SECINT; 8/15/99 INT 9128275A | 0.00 | 23,750.00 A | 0.00 | 0.00 |
| 09/30/99 | Y | JE-10760 | 9128275A6;INTEREST ACCRUAL | 0.00 | 5,937.50 | 0.00 | 0.00 |
| 09/30/99 | Y | JE-11057 | RCPT 35411;SEC INT 31364GH28;ACCRUAL | 0.00 | 24,692.50 | 0.00 | 0.00 |
| 09/30/99 | Y | JE-11781 | TO RECORD ACCRETION OF DISCOUNT ON SECUR | 0.00 | 4,808.19 | 0.00 | 0.00 |
| 10/01/99 | Y | JE-10761 | 9128275A6;INTEREST ACCRUAL REVERSAL | 5,937.50 | 0.00 | 0.00 | 0.00 |
| 10/01/99 | Y | JE-11782 | TO REVERSE ACCRETION OF DISCOUNT ON SEC | 4,808.19 | 0.00 | 0.00 | 0.00 |
| 10/27/99 | Y | JE-11058 | RCPT 35411;SEC INT 31364GH28;ACCRUAL REV | 24,692.50 | 0.00 | 0.00 | 0.00 |
| 10/27/99 | Y | REV-37332 | Rcpt 35411; SECINT; SEC INT 31364GH28 | 0.00 | 29,050.00 B | 0.00 | 0.00 |
| 03/14/00 | Y | REV-39585 | Rcpt 37349; SECINT; 2-17-00 TGC INT | 0.00 | 23,750.00 A | 0.00 | 0.00 |
| 04/19/00 | Y | REV-40218 | Rcpt 37887; SECINT; SEC INT GH28 | 0.00 | 29,050.00 B | 0.00 | 0.00 |
| 08/17/00 | Y | REV-42133 | Rcpt 39564; SECINT; 9128275A6 INT SECURI | 0.00 | 23,750.00 A | 0.00 | 0.00 |
| 09/30/00 | Y | JE-12645 | 31364GH28; SECURITY INTEREST ACCRUAL | 0.00 | 25,822.22 | 0.00 | 0.00 |
| 09/30/00 | Y | JE-12647 | 9128275A6; SECURITY INTEREST ACCRUAL | 0.00 | 5,808.42 | 0.00 | 0.00 |
| 09/30/00 | Y | JE-12743 | TO UNDO REVERSAL OF FY99 ACCRETION | 0.00 | 4,808.19 | 0.00 | 0.00 |
| 09/30/00 | Y | JE-12744 | TO RECORD ACCRETION OF DISCOUNT ON SECUR | 0.00 | 4,808.19 | 0.00 | 0.00 |
| 10/01/00 | Y | JE-12646 | 31364GH28; SECURITY INTEREST ACCRUAL REV | 25,822.22 | 0.00 | 0.00 | 0.00 |
| 10/01/00 | Y | JE-12648 | 9128275A6; SECURITY INTEREST ACCRUAL REV | 5,808.42 | 0.00 | 0.00 | 0.00 |
| 10/25/00 | Y | REV-43136 | Rcpt 40507; SECINT; 31364GH28 INTEREST | 0.00 | 29,050.00 B | 0.00 | 0.00 |
| Total POSTED Activity | | | | 77,676.24 | 235,085.21 | 0.00 | 0.00 |
| Total UNPOSTED Activity | | | | 0.00 | 0.00 | 0.00 | 0.00 |

A = 71,250.00
 < 9,316.30 >
 3620.69
 3620.69
 69,175.08
 69,175.08

B = 87,150.00
 < 1,291.11 >
 1187.50
 1187.50
 88,233.89
 88,233.89

157,408.71

For the Account of: **TOM GREEN COUNTY RETAINAGE ACCOUNT**
Account Number: **90 00 8484 13 2**
Report Date: **December 01, 2000**

| | |
|---|---|
| As of Close November 30, 2000 | Last Pricing Date November 30, 2000 |
|---|---|

Asset Review

| Shares or Par Value | Unit Market | Investment Cost Basis | Market Value | Estimated Annual Income | Current Yield |
|--------------------------------|----------------|-----------------------------|-----------------|-------------------------------|------------------|
| CASH | | | | | |
| | | | | | |
| | | 0.00 | 0.00 | | |
| | | 0.00 | 0.00 | | |
| | | | | | |
| | | 0.00 | 0.00 | | |
| FIXED INCOME SECURITIES | | | | | |
| U.S. TRSY BDS & NTS | | | | | |
| 1,000,000.0000 | | | | | |
| | | | | | |
| | 97.656 | 991,816.30 | 976,560.00 | 47,500.00 | 4.86 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | 991,816.30 | 976,560.00 | 47,500.00 | 4.86 |
| U.S. GOVT AGENCIES | | | | | |
| 1,000,000.0000 | | | | | |
| | | | | | |
| | 98.368 | 995,353.61 | 983,680.00 | 58,100.00 | 5.91 |
| | | | | | |
| | | 995,353.61 | 983,680.00 | 58,100.00 | 5.91 |
| | | | | | |
| | | 1,987,169.91 | 1,960,240.00 | 105,600.00 | 5.39 |
| | | | | | |
| | | 1,987,169.91 | 1,960,240.00 | 105,600.00 | 5.39 |

Page

P066 Client RPT

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PORTFOLIO DISPLAY

PAGE 3 / 3

Client: 78075 DREHER INV SVCS

Portfolio Currency: US

Portfolio: 7 TOM GREEN COUNTY

Filing Date 8/11/00

Cash (x000): Rate:

| Security | Position | Price As 10/31/00 | Price As 11/30/00 | Principal 11/30/00 | Change | |
|-----------------------|-------------|----------------------|----------------------|-----------------------|------------|-----------|
| 1FMNT 5.81 04/04 US | 1000 97 3/4 | BFV | 98 3/4 | BFV | 983,593.75 | 7,812.50 |
| 2T 4 3/4 02/15/04 IIS | 1000 96 1/4 | BGN | 97 1/4 | BGN | 976,718.75 | 10,000.00 |

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 Princeton: 609-279-3000 Singapore: 65-212-1000 Sydney: 2-9777-0686 Tokyo: 3-3201-8900 Sao Paulo: 11-3048-4500
 1859-321-1 05-Dec-00 9:10:19



FNNT 5.01 04/04 Govt SXT

Enter <1><GO> to send screen via <MESSAGE> System.

12/ 5/2000 09:15

TRADE TICKET

P056 Govt SXT

AS OF: 12/ 5/00

| | |
|--------|----------------------------------|
| TRADER | DREHER SERVICES |
| At | DREHER INVESTMENT SERVICES, INC. |

31364GH28

DATED 4/19/99

SELL 1000

M OF FNNT 5.81 04/19/04

MIN PIECE: 1000

* FNMA MED TERM NT*

PRICE 97-18+

YIELD

6.61731 to Worst

4/19/04 100

(97.5781250)

SETTLEMENT ON 11/30/00

NOTES:

(31364GH2 Govt DES<GO>)

VIEW AMOUNTS IN

USD

1.00000 (US /US) INVERT? ☐Highlights off? ☒

TRADE NUMBERS

| | | | |
|---------------------|--|----|------------|
| PRINCIPAL | | \$ | 975,781.25 |
| ACCRUED (41 DAYS) | | | 6,616.94 |
| TOTAL | | \$ | 982,398.19 |

Copyright 2000 BLOOMBERG L.P. Frankfurt: 69-920410 Hong Kong: 2-977-8000 London: 207-330-7500 New York: 212-318-2000
 Princeton: 609-279-3000 Singapore: 65-212-1000 Sydney: 2-9777-8686 Tokyo: 3-3201-8900 Sao Paulo: 11-3048-4500
 1659-321-1 US-Dec-00 9:19:26



November 2000
Security Report - Treasurer

| Fund # | BROKER & TYPE FUND # & NAME | CUSIP NUMBER DESCRIPTION | BOUGHT MATURES | PURCHASED RATE/YIELD | ACCRUED INTEREST | (DISCOUNT) PREMIUM | ORIG COST TO FUND | PRINCIPAL BAL PREV. MONTH | PRINCIPAL PMNT MNTHLY | PRINCIPAL BAL THIS MONTH | INT PYMTS RECVD SINCE PURCHASE | INT. RECEIVED THIS MONTH |
|--------------------|--------------------------------------|-----------------------------|-------------------|-------------------------|---------------------|-----------------------|----------------------|------------------------------|--------------------------|-----------------------------|-----------------------------------|-----------------------------|
| 001 | Morgan Keegan/FNMA callable 04/19/01 | 31364GH28 | 4/27/99 | | | | | | FOOTNOTE#2 | | FOOTNOTE#2 | |
| 001 | General Fund/Geno Bank Account | FNMA Callable | 4/19/04 | 5.949% | \$1,291.11 | (\$5,937.50) | \$995,353.61 | \$989,416.11 | \$0.00 | \$989,416.11 | \$88,233.89 | \$0.00 |
| 001 | Prudential/ US Treasury | 9128275A6C | 4/27/99 | | | | | | | | | |
| 001 | General Fund/Geno Bank Account | US Treasury | 2/15/04 | 5.164% | \$9,316.30 | (\$17,500.00) | \$991,816.30 | \$974,316.30 | \$0.00 | \$974,316.30 | \$69,175.08 | \$0.00 |
| 001 Total | | | | | \$10,607.41 | (\$23,437.50) | \$1,987,169.91 | \$1,963,732.41 | \$0.00 | \$1,963,732.41 | \$157,408.97 | \$0.00 |
| Grand Total | | | | | \$10,607.41 | (\$23,437.50) | \$1,987,169.91 | \$1,963,732.41 | \$0.00 | \$1,963,732.41 | \$157,408.97 | \$0.00 |

| Fund # | BROKER & TYPE FUND # & NAME | CUSIP NUMBER DESCRIPTION | INTEREST RECEIVED TO DATE | NET INTEREST ACCRUED | MKT \$\$ AS 10/31/00 | % OWNED | MKT VALUE AS 10/31/00 | MKT \$\$ AS 11/30/00 | % OWNED | MKT VALUE AS 11/30/00 | CHANGE IN MKT VALUE | UNREALIZED (LOSS)GAIN See Note |
|--------------------|--------------------------------------|-----------------------------|---------------------------------|-------------------------|-------------------------|------------|--------------------------|-------------------------|------------|--------------------------|------------------------|--------------------------------------|
| 001 | Morgan Keegan/FNMA callable 04/19/01 | 31364GH28 | (Footnote #1) | Based on 41 days | | | | | | | | |
| 001 | General Fund/Geno Bank Account | FNMA Callable | \$88,233.89 | \$6,616.94 | \$974,070.00 | 100.000% | \$974,070.00 | \$983,680.00 | 100.000% | \$983,680.00 | \$9,610.00 | \$89,114.72 |
| 001 | Prudential/ US Treasury | 9128275A6C | | Based on 107 days | | | | | | | | |
| 001 | General Fund/Geno Bank Account | US Treasury | \$69,175.08 | \$13,811.14 | \$966,250.00 | 100.000% | \$966,250.00 | \$976,560.00 | 100.000% | \$976,560.00 | \$10,310.00 | \$85,229.92 |
| 001 Total | | | \$157,408.97 | \$20,428.08 | \$1,940,320.00 | | \$1,940,320.00 | \$1,960,240.00 | | \$1,960,240.00 | \$19,920.00 | \$174,344.64 |
| Grand Total | | | \$157,408.97 | \$20,428.08 | \$1,940,320.00 | | \$1,940,320.00 | \$1,960,240.00 | | \$1,960,240.00 | \$19,920.00 | \$174,344.64 |

Footnote #1 Interest equals Interest earned since last coupon payment less interest paid at purchase

Footnote # FY99 Accretion Amounts per Auditor

Note: Unrealized Gain (Loss) Formula: (This formula is used to calculate only the potential earnings as pertains to securities, thus potential earnings from other sources(ie flex) are not calculated.

| | |
|--|---------------------|
| + Market Value | \$1,960,240.00 |
| -Principal This Month | \$1,963,732.41 |
| Unrealized Gain (Loss) Market Value | (\$3,492.41) |
| +Interest Received | \$157,408.97 |
| + Accrued (estimate) Interest (Not Yet Received) | \$20,428.08 |
| =Total Unrealized Gain (Loss) | \$174,344.64 |

Dianna M. Spicker
Tom Green County Treasurer
Certified County Treasurer (003)
Certified Investment Officer (010)

CAFETERIA PLAN
ADMINISTRATION SERVICES AGREEMENT

This agreement specifies the services to be provided to **Tom Green County** (EMPLOYER) in the administration of **Tom Green County's Section 125 Cafeteria Plan** by ZESCH & PICKETT ADMINISTRATORS, INC. and the specific responsibilities of Tom Green County and Zesch & Pickett Administrators, Inc.

**SERVICES TO BE PROVIDED BY
ZESCH & PICKETT ADMINISTRATORS, INC.**

1. Provide a legal Section 125 Plan Document which may be reviewed by Client and/or Client's legal counsel. If any changes to Plan Document are necessary they will be made to maintain legality of said Document.
2. Design a Summary Plan Description to be distributed by the Employer to each Plan Participant.
3. Provide the Employer with Participant election forms to be used during the enrollment process.
4. Prepare and conduct seminars(s) to the employees to explain the Cafeteria Plan and answer questions.
5. Enroll interested employees and get necessary forms signed.
6. Process initial election forms to initiate the administration function.
7. Provide the Employer with monthly and annual accounting reports of all funds redirected through Plan.
8. Provide discrimination testing results to the Employer and make any adjustments necessary to maintain compliance.
9. Provide Dependent Care Assistance Participants with instructions on reimbursement procedures.
10. Provide the Employer with information for IRS Form W2 for Participants with Dependent Care Benefits in a timely manner.

11. Provide each Health Care Reimbursement Participant with Claim Forms and instructions for filing claims (minimum claim amount is \$25). Health Care Reimbursement Claims will be processed weekly and mailed to the participants home address.
12. Provide Health Care Reimbursement Participant with reminder statements of account balances approximately 6 weeks before the end of the applicable Plan Year.
13. Accepts liability for all reporting, disclosure, non-discrimination testing to the extent that the information received by the Administrator from the Employer is correct.
14. Prepare Form 5500 for the Internal Revenue Service.
15. File Plan Documents with the Department of Labor (if applicable).
16. Provide forms to the Employer for use by the Employer in communicating Participant terminations and changes of family status.
17. Provide Election Forms to the Employer at the end of each year for use in making elections for the following year.

RESPONSIBILITIES OF EMPLOYER

1. Review the Cafeteria Plan Document and Summary Plan Description and secure approval from legal counsel (optional).
2. Provide Zesch & Pickett Administrators, Inc. with a copy of each election form signed by the employee. (Basically, those employees who are absent at time of regularly scheduled enrollment).
3. Report participant terminations and family status changes to Zesch & Pickett Administrators, Inc. within 10 days of occurrence of each event. Report eligible new employees on a monthly basis for discrimination testing purposes.
4. Distribute Summary Plan Description booklets, individual reports, HCR notice letters, etc., to each individual Participant.
5. Initiate any action required in the event plan becomes discriminatory.

FEES AND TERMS OF PAYMENT

The fee schedule is attached as Exhibit A. Zesch & Pickett Administrators, Inc. has the right to change the fee schedule for administration charges each year by giving at least 90 days written notice to Employer.

REPORTS AND DATA

All reports and data remain the property of the Employer. Zesch & Pickett Administrators, Inc. will provide Employer all data upon request, in the electronic or printed format used by Zesch & Pickett Administrators, Inc. in its administration procedures.

TERMS OF AGREEMENT

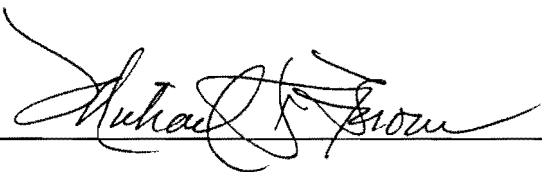
The agreement will be effective from the date both parties execute the agreement until it is terminated. Either party can terminate this agreement with 30 days written notice.

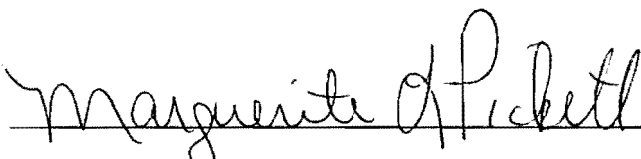
ADMINISTRATION SITE

Zesch & Pickett Administrators, Inc. will administer the Plan of Employer at 430 West Beauregard, San Angelo, Texas 76903.

EXECUTION OF AGREEMENT

This agreement is accepted and executed by the following authorized officers:

BY: 
TITLE: County Judge
FOR: TOM GREEN COUNTY

BY: 
TITLE: PLAN ADMINISTRATOR
FOR: ZESCH & PICKETT ADMINISTRATORS, INC.

DATE: 1-1-01

EXHIBIT A

CAFETERIA PLAN ADMINISTRATION CHARGES

| | | |
|---|--------|---|
| OVERALL DISCRIMINATION TESTING, COMPLIANCE GENERAL ADMINISTRATION | \$1.00 | Per Month Per Eligible Employee (Paid by Employer) |
| | \$0.50 | Per Month Per Participant (Paid by Participant) for Insurance Premiums Only |
| | \$1.00 | Per Month Per Participant (Paid by Participant) for Health Care Reimbursement |
| | \$1.00 | Per Month Per Participant (Paid by Participant) for Dependent Care Assistance |
| Monthly Check Processing Fee | \$0.25 | Per Participant Per Dependent Care or Unreimbursed Medical Account |

TOM GREEN COUNTY'S SECTION 125 CAFETERIA PLAN WITH FLEXIBLE
SPENDING ACCOUNTS

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

ARTICLE II
PARTICIPATION

| | | |
|-----|---------------------------------------|---|
| 2.1 | ELIGIBILITY | 4 |
| 2.2 | EFFECTIVE DATE OF PARTICIPATION | 4 |
| 2.3 | APPLICATION TO PARTICIPATE | 4 |
| 2.4 | TERMINATION OF PARTICIPATION | 4 |
| 2.5 | CHANGE OF EMPLOYMENT STATUS | 5 |
| 2.6 | TERMINATION OF EMPLOYMENT | 5 |
| 2.7 | DEATH | 6 |

ARTICLE III
CONTRIBUTIONS TO THE PLAN

| | | |
|-----|------------------------------------|---|
| 3.1 | SALARY REDIRECTION | 6 |
| 3.2 | APPLICATION OF CONTRIBUTIONS | 7 |
| 3.3 | PERIODIC CONTRIBUTIONS | 7 |

ARTICLE IV
BENEFITS

| | | |
|-----|---|----|
| 4.1 | BENEFIT OPTIONS | 8 |
| 4.2 | HEALTH CARE REIMBURSEMENT PLAN BENEFIT | 8 |
| 4.3 | DEPENDENT CARE ASSISTANCE PROGRAM BENEFIT | 8 |
| 4.4 | HEALTH INSURANCE BENEFIT | 8 |
| 4.5 | DENTAL INSURANCE BENEFIT | 9 |
| 4.6 | GROUP-TERM LIFE INSURANCE BENEFIT | 9 |
| 4.7 | CANCER AND INTENSIVE CARE INSURANCE BENEFIT | 9 |
| 4.8 | ACCIDENT INSURANCE BENEFIT | 10 |
| 4.9 | NONDISCRIMINATION REQUIREMENTS | 10 |

ARTICLE V
PARTICIPANT ELECTIONS

| | | |
|-----|-----------------------------------|----|
| 5.1 | INITIAL ELECTIONS | 11 |
| 5.2 | SUBSEQUENT ANNUAL ELECTIONS | 11 |
| 5.3 | FAILURE TO ELECT | 12 |
| 5.4 | CHANGE OF ELECTIONS | 12 |

ARTICLE VI
HEALTH CARE REIMBURSEMENT PLAN

| | | |
|-----|---|----|
| 6.1 | ESTABLISHMENT OF PLAN | 16 |
| 6.2 | DEFINITIONS | 16 |
| 6.3 | FORFEITURES | 17 |
| 6.4 | LIMITATION ON ALLOCATIONS | 17 |
| 6.5 | NONDISCRIMINATION REQUIREMENTS | 17 |
| 6.6 | COORDINATION WITH CAFETERIA PLAN | 18 |
| 6.7 | HEALTH CARE REIMBURSEMENT PLAN CLAIMS | 18 |

ARTICLE VII
DEPENDENT CARE ASSISTANCE PROGRAM

| | | |
|------|---|----|
| 7.1 | ESTABLISHMENT OF PROGRAM | 19 |
| 7.2 | DEFINITIONS | 19 |
| 7.3 | DEPENDENT CARE ASSISTANCE ACCOUNTS | 21 |
| 7.4 | INCREASES IN DEPENDENT CARE ASSISTANCE ACCOUNTS | 21 |
| 7.5 | DECREASES IN DEPENDENT CARE ASSISTANCE ACCOUNTS | 21 |
| 7.6 | ALLOWABLE DEPENDENT CARE ASSISTANCE REIMBURSEMENT | 21 |
| 7.7 | ANNUAL STATEMENT OF BENEFITS | 21 |
| 7.8 | FORFEITURES | 22 |
| 7.9 | LIMITATION ON PAYMENTS | 22 |
| 7.10 | NONDISCRIMINATION REQUIREMENTS | 22 |
| 7.11 | COORDINATION WITH CAFETERIA PLAN | 23 |
| 7.12 | DEPENDENT CARE ASSISTANCE PROGRAM CLAIMS | 23 |

ARTICLE VIII
BENEFITS AND RIGHTS

| | | |
|-----|---|----|
| 8.1 | CLAIM FOR BENEFITS | 24 |
| 8.2 | APPLICATION OF BENEFIT PLAN SURPLUS | 26 |

ARTICLE IX
ADMINISTRATION

| | | |
|-----|--|----|
| 9.1 | PLAN ADMINISTRATION | 26 |
| 9.2 | EXAMINATION OF RECORDS | 27 |
| 9.3 | PAYMENT OF EXPENSES | 27 |
| 9.4 | INSURANCE CONTROL CLAUSE | 27 |
| 9.5 | INDEMNIFICATION OF ADMINISTRATOR | 28 |

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

| | | |
|------|-------------------|----|
| 10.1 | AMENDMENT | 28 |
| 10.2 | TERMINATION | 28 |

ARTICLE XI
MISCELLANEOUS

| | | |
|-------|--|----|
| 11.1 | PLAN INTERPRETATION | 28 |
| 11.2 | GENDER AND NUMBER | 29 |
| 11.3 | WRITTEN DOCUMENT | 29 |
| 11.4 | EXCLUSIVE BENEFIT | 29 |
| 11.5 | PARTICIPANT'S RIGHTS | 29 |
| 11.6 | ACTION BY THE EMPLOYER | 29 |
| 11.7 | NO GUARANTEE OF TAX CONSEQUENCES | 29 |
| 11.8 | INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS | 30 |
| 11.9 | FUNDING | 30 |
| 11.10 | GOVERNING LAW | 30 |
| 11.11 | SEVERABILITY | 30 |
| 11.12 | CAPTIONS | 31 |
| 11.13 | CONTINUATION OF COVERAGE | 31 |
| 11.14 | FAMILY AND MEDICAL LEAVE ACT | 31 |
| 11.15 | HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT | 31 |
| 11.16 | UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT | 31 |

TOM GREEN COUNTY'S SECTION 125 CAFETERIA PLAN WITH FLEXIBLE
SPENDING ACCOUNTS

INTRODUCTION

The Employer has amended this Plan effective January 1, 2001 to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on April 1, 1990. The Plan shall be known as Tom Green County's Section 125 Cafeteria Plan with Flexible Spending Accounts (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includible or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section .

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 "Compensation" means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder. Compensation shall include overtime, commissions and bonuses.

1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)).

1.8 "Effective Date" means April 1, 1990.

1.9 "Election Period" means the 30 day period immediately preceding the beginning of each Plan Year. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time employee on the Employer's personnel records.

1.11 "Employee" means any person who is employed by the Employer, but excludes any person who is employed as an independent contractor. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means Tom Green County and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan.

1.13 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.14 "Insurer" means any insurance company that underwrites a Benefit under this Plan or, with respect to any self-funded benefits, the Employer.

1.15 "Key Employee" means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.16 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.17 "Plan" means this instrument, including all amendments thereto.

1.18 "Plan Year" means the 12-month period beginning January 1 and ending December 31, except that the first Plan Year shall be a short Plan Year beginning April 1, 1990. The Plan Year shall be the coverage period for the Benefits provided for under this

Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.19 "Premium Expenses" or "Premiums" mean the Participant's cost for the self-funded Benefits described in Section 4.1.

1.20 "Premium Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured or self-funded Benefit is elected, sub-accounts shall be established for each type of insured or self-funded Benefit.

1.21 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.22 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.23 "Spouse" means the legally married husband or wife of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee who was employed on the Effective Date of this Plan shall be eligible to participate hereunder as of such date. Any other Eligible Employee shall be eligible to participate hereunder 90 days after his initial date of employment with the Employer. Regardless of the preceding, an eligible employee shall be able to participate hereunder with respect to the Health Care Reimbursement Plan and the Dependent Care Assistance Program at the first of the plan year after his initial date of employment with the employer. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) His termination of employment, subject to the provisions of Section 2.6;

(b) The end of the Plan Year during which he became a limited Participant because of a change in employment status pursuant to Section 2.5;

(c) His death, subject to the provisions of Section 2.7; or

(d) The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Assistance Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Plan shall be governed in accordance with the following:

(a) With regard to Insurance Benefits provided under Section 4.1, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) With regard to the Dependent Care Assistance Program, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for the remainder of the Plan Year in which such termination occurs, based on the level of his Dependent Care Assistance Account as of his date of termination.

(c) With regard to the Health Care Reimbursement Plan, the Participant may elect to continue his participation in the Plan.

(1) If the Participant elects to continue participation in the Health Care Reimbursement Plan for the remainder of the Plan Year in which such termination occurs, the Participant may

continue to seek reimbursement from the Health Care Reimbursement Fund. The Participant shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year.

(2) If the Participant does not elect to continue participation in the Health Care Reimbursement Plan for the remainder of the Plan Year in which such termination occurs, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses incurred during the portion of the Plan Year preceding his date of termination.

(d) In the event a Participant terminates his participation in the Health Care Reimbursement Plan during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

(e) This Section shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.13 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Administrator may designate the Participant's Spouse, one of his Dependents or a representative of his estate.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase

the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in family status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Care Reimbursement Fund or Dependent Care Assistance Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Care Reimbursement Plan, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.6.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the following optional Benefits:

- (1) Health Care Reimbursement Plan
- (2) Dependent Care Assistance Program
- (3) Insurance Premium Payment Plan
 - (i) Health Insurance Benefit
 - (ii) Dental Insurance Benefit
 - (iii) Group-Term Life Insurance Benefit
 - (iv) Cancer and Intensive Care Insurance Benefit
 - (v) Accident Insurance Benefit

4.2 HEALTH CARE REIMBURSEMENT PLAN BENEFIT

Each Participant may elect coverage under the Health Care Reimbursement Plan option, in which case Article VI shall apply.

4.3 DEPENDENT CARE ASSISTANCE PROGRAM BENEFIT

Each Participant may elect coverage under the Dependent Care Assistance Program option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) Each Participant may elect to be covered under a health and hospitalization Contract for the Participant, his or her spouse, and his or her Dependents.

(b) The Employer may select suitable health and hospitalization Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such health and hospitalization Contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 GROUP-TERM LIFE INSURANCE BENEFIT

(a) Each Participant may elect to be covered under the Employer's group-term life Insurance Contract. However, the amount of coverage hereunder on behalf of any Participant may not exceed \$50,000.

(b) The Employer may select suitable group-term life Insurance Contracts for use in providing this group-term life insurance benefit, which policies will provide benefits for all Participants electing this Benefit on a uniform basis.

(c) The rights and conditions with respect to the benefits payable from such group-term life Insurance Contract shall be determined therefrom, and such group-term life Insurance Contract shall be incorporated herein by reference.

4.7 CANCER AND INTENSIVE CARE INSURANCE BENEFIT

(a) Each Participant may elect to be covered under the Employer's cancer and intensive care Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) The Employer may select suitable cancer and intensive care Insurance Contracts for use in providing this cancer and intensive care insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such cancer and intensive care Insurance Contract shall be determined therefrom, and such cancer and intensive care Insurance Contract shall be incorporated herein by reference.

4.8 ACCIDENT INSURANCE BENEFIT

(a) Each Participant may elect to be covered under the Employer's accident Insurance Contract.

(b) The Employer may select suitable accident policies for use in providing this accident insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) The rights and conditions with respect to the benefits payable from such accident Insurance Contract shall be determined therefrom, and such accident Insurance Contract shall be incorporated herein by reference.

4.9 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall

continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Care Reimbursement Plan Benefits and Dependent Care Assistance Program Benefits, and once all these Benefits are expended, proportionately among self-funded Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select and purchase with his Cafeteria Plan Benefit Dollars. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to

participate in the Plan for the next Plan Year, or by not electing any Benefit options;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE OF ELECTIONS

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, spouse or dependent gains eligibility for coverage under a family member plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

If the change in status is a change in status in the Participant's marital status under (1) below or a change in employment status of the Participant's spouse or covered dependents under (3) below, an election to increase, or an election to decrease, group-term life coverage corresponds with that change in status.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, spouse or dependent.

For the Dependent Care Assistance Program, a dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall

also qualify as a change in status.

(b) Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f).

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child:

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child.

(d) Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

(e) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar

coverage.

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated), then the affected Participants may elect the newly-added option (or elect another option if an option has been eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a spouse's, former spouse's or dependent's employer if (1) the cafeteria plan or other benefits plan of the spouse's, former spouse's or dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a spouse's, former spouse's or dependent's employer.

A cost change is allowable in the Dependent Care Assistance Program only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

A Participant shall not be permitted to change an election to the Health Care Reimbursement Plan as a result of a cost or coverage change under this subsection.

(f) A Participant may not make changes to his Benefit elections under the Health Care Reimbursement Fund in the event of a change in status.

ARTICLE VI
HEALTH CARE REIMBURSEMENT PLAN

6.1 ESTABLISHMENT OF PLAN

This Health Care Reimbursement Plan is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Care Reimbursement Plan may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed under this Health Care Reimbursement Plan shall be periodically paid from amounts allocated to the Health Care Reimbursement Fund. Periodic payments reimbursing Participants from the Health Care Reimbursement Fund shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) "Health Care Reimbursement Fund" means the fund established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses may be reimbursed.

(b) "Health Care Reimbursement Plan" means the plan of benefits contained in this Article, which provides for the reimbursement of eligible Medical Expenses incurred by a Participant or his Dependents.

(c) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(d) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant

as a deduction in determining his tax liability under the Code. However, a Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's spouse or individual policies maintained by the Participant or his spouse or Dependent. Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Care Reimbursement Plan.

6.3 FORFEITURES

The amount in the Health Care Reimbursement Fund as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

Notwithstanding any provision contained in this Health Care Reimbursement Plan to the contrary, no more than \$1000 may be allocated to the Health Care Reimbursement Fund by a Participant in or on account of any Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Health Care Reimbursement Plan not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) If the Administrator deems it necessary to avoid discrimination under this Health Care Reimbursement Plan, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Care Reimbursement Fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose

favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Care Reimbursement Fund for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Care Reimbursement Plan. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Care Reimbursement Plan. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH CARE REIMBURSEMENT PLAN CLAIMS

(a) All Medical Expenses incurred by a Participant shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Care Reimbursement Fund for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 60 day period immediately following the end of the Plan Year,

those Medical Expense claims shall not be considered for reimbursement by the Administrator.

(d) Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Care Reimbursement Fund, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

ARTICLE VII DEPENDENT CARE ASSISTANCE PROGRAM

7.1 ESTABLISHMENT OF PROGRAM

This Dependent Care Assistance Program is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed under this Dependent Care Assistance Program shall be paid from amounts allocated to the Participant's Dependent Care Assistance Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) "Dependent Care Assistance Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed.

(b) "Dependent Care Assistance Program" means the program of benefits contained in this Article, which provides for the reimbursement of eligible expenses for the care of the Qualifying Dependents of Participants.

(c) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such

amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(d) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services or for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the medical care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(e)(1) (or deemed to be, as described in Section 7.2(e)(1) pursuant to Section 7.2(e)(3)), or for a Qualifying Dependent as defined in Section 7.2(e)(2) (or deemed to be, as described in Section 7.2(e)(2) pursuant to Section 7.2(e)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a dependent of such Participant or such Participant's Spouse.

(e) "Qualifying Dependent" means, for Dependent Care Assistance Program purposes,

(1) a Dependent of a Participant who is under the age of 13, with respect to whom the Participant is

entitled to an exemption under Code Section 151(c);

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(f) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Assistance Program.

7.3 DEPENDENT CARE ASSISTANCE ACCOUNTS

The Administrator shall establish a Dependent Care Assistance Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Assistance Program benefits.

7.4 INCREASES IN DEPENDENT CARE ASSISTANCE ACCOUNTS

A Participant's Dependent Care Assistance Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Assistance Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE ASSISTANCE ACCOUNTS

A Participant's Dependent Care Assistance Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE ASSISTANCE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Assistance Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Assistance Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Assistance Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) It is the intent of this Dependent Care Assistance Program that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) It is the intent of this Dependent Care Assistance Program that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Assistance Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount

designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Assistance Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Assistance Program. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Assistance Program. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE ASSISTANCE PROGRAM CLAIMS

The Administrator shall direct the payment of all such Dependent Care Assistance claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;

(f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

(g) If the services were being performed in a day care center, a statement:

(1) that the day care center complies with all applicable laws and regulations of the state of residence,

(2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

(3) of the amount of fee paid to the provider.

(h) If the Participant is married, a statement containing the following:

(1) the Spouse's salary or wages if he or she is employed, or

(2) if the Participant's Spouse is not employed, that

(i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) If a Participant fails to submit a claim within the 60 day period immediately following the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) Any claim for Benefits underwritten by Contracts shall be made to the Employer. If the Employer denies any claim, the Participant or beneficiary shall follow the Employer's claims review procedure. Any other claim for Benefits shall be made to the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. If the Administrator does not notify the Participant of the denial of the claim within the 90 day period

specified above, then the claim shall be deemed denied. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;

- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

- (3) an explanation of the Plan's claim procedure.

(b) Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;

- (2) review pertinent documents; and

- (3) submit issues and comments in writing.

(c) A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(d) Any balance remaining in the Participants' Health Care Reimbursement Fund or Dependent Care Assistance Account as of the end of each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan;

(f) To approve reimbursement requests and to authorize the payment of benefits; and

(g) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

No further additions shall be made to the Health Care Reimbursement Fund or Dependent Care Assistance Account, but all payments from such fund shall continue to be made according to the elections in effect until the end of the Plan Year in which the Plan termination occurs (and for a reasonable period of time thereafter, if required for the filing of claims). Any amounts remaining in any such fund or account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall

be read in its entirety and not severed except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the

rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Texas.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

11.14 FAMILY AND MEDICAL LEAVE ACT

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Proposed Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

IN WITNESS WHEREOF, this Plan document is hereby
executed this 28 day of December.

Tom Green County

BY

Michael H. From
EMPLOYER

ADOPTING RESOLUTION

The undersigned Principal of Tom Green County (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Dependent Care Assistance Program and Health Care Reimbursement Plan effective January 1, 2001, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Tom Green County's Section 125 Cafeteria Plan with Flexible Spending Accounts as amended and restated and the Summary Plan Description approved and adopted in the foregoing resolutions.

Principal

Date: _____

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, on or about the 30th day of April, 1998, TOM GREEN COUNTY, a political subdivision of the State of Texas (hereinafter referred to as Tom Green), as owner, and REID & GARY STRICKLAND CO. (hereinafter referred to as Strickland), as contractor, entered into an Agreement and Contract for the construction of the Tom Green County Jail Phase One to be located in San Angelo, Tom Green County, Texas; and

WHEREAS, during the course of construction Tom Green claimed that it identified cracks in the second and third floor slabs and beams, an isolated area of severely retarded concrete on the second floor framing (slab soffit and two joist soffits), as well as concrete construction defects in the stair tower and elevator shaft walls; and

WHEREAS, Tom Green, in accordance with the Agreement and Contract, retained the professional services of consulting engineers to conduct testing of the concrete to determine the cause and effect of said nonconforming workmanship or materials; and

WHEREAS, Tom Green incurred direct and out of pocket costs and expenses in the amount of \$56,764.11 in reference to the investigation and testing of the alleged and claimed defects as well as the supervision of the repairs thereto; and

WHEREAS, Tom Green asserted a claim against Strickland for reimbursement of the costs and expenses associated with the investigation and testing of the alleged and claimed defects herein referred to; and

WHEREAS, Strickland has denied that it is liable to Tom Green

for reimbursement of the costs and expenses associated with the investigation and testing of the cracks in the second and third floor slabs and beams, an isolated area of severely retarded concrete on the second floor framing (slab soffit and two joist soffits), as well as concrete construction defects in the stair tower and elevator shaft walls; and

WHEREAS, Tom Green and Strickland have agreed to compromise and settle Tom Green's claim for reimbursement of the investigation and testing associated with the cracks in the second and third floor slabs and beams, an isolated area of severely retarded concrete on the second floor framing (slab soffit and two joist soffits), as well as concrete construction defects in the stair tower and elevator shaft walls within the Tom Green County Jail Phase One project according to the following specific terms and conditions:

1. REID & GARY STRICKLAND CO. has agreed to pay or cause to be paid to TOM GREEN COUNTY the total sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500.00) upon the execution and approval of the Compromise Settlement Agreement and Release by TOM GREEN COUNTY and an authorized representative of REID & GARY STRICKLAND CO.

2. TOM GREEN COUNTY agrees that the consideration recited herein shall be in full and final payment, satisfaction and compromise of its action, cause of action, claim, and demand, for investigation and testing costs and expenses against REID & GARY STRICKLAND CO. and those in privity with it, as asserted by TOM GREEN COUNTY which it incurred in reference to the cosmetic expansion cracks in the second and third floor slabs and beams, and an isolated area of severely retarded concrete on the second

floor framing (slab soffit and two joint soffits), as well as concrete construction defects in the stair tower and elevator shaft walls of the Tom Green County Jail Phase One which is the subject of the Contract and Agreement dated April 30, 1998.

3. For and in consideration of the payment herein referred to, TOM GREEN COUNTY, acting by and through its duly authorized County Judge whose name is subscribed hereto, has this date and by these presents DOES HEREBY RELEASE REID & GARY STRICKLAND CO., its successors and assigns, as well as any and all persons, parties, or entities in privity with them or either of them, including but not limited to their officers, employees and agents, as well as the subcontractors of REID & GARY STRICKLAND CO. and its liability insurance carrier, National Fire Insurance Company of Hartford, from the claim, demand, action or cause of action arising from and confined to the issue of reimbursement of costs and expenses which Tom Green County has incurred associated with the investigation and testing of the presently existing cosmetic expansion cracks in the second and third floor slabs and beams as well as an isolated area of severely retarded concrete on the second floor framing (slab soffit and two joist soffits) and concrete construction defects in the stair tower and elevator shaft walls in the Tom Green County Jail Phase One. This Compromise Settlement Agreement and Release does not relate to, and it is expressly excluded from the terms hereof, of any claim or cause of action in favor of Tom Green County now existing or which may arise in the future from any structural defects or deficiencies in the Tom Green County Jail Phase One.

4. In consideration of the terms, covenants, agreements and obligations by and among the parties hereto, REID & GARY STRICKLAND CO. acting by and through its duly authorized representative does

hereby release TOM GREEN COUNTY, its successors and assigns, as well as any and all persons, parties or entities in privity with them, or either of them, including, but not limited to, their elected officials, employees and agents, from the claim, demand, action or cause of action arising and confined to the issue of reimbursement of costs and expenses incurred to date associated with the investigation and testing of the presently existing cosmetic expansion cracks in the second and third floor slabs and beams as well as an isolated area of severely retarded concrete on the second floor framing (slab soffit and two joist soffits) and concrete construction defects in the stair tower and elevator shaft walls in the Tom Green County Jail Phase One.

5. REID & GARY STRICKLAND CO. represent to TOM GREEN COUNTY that they have obtained the written consent of their surety authorizing REID & GARY STRICKLAND CO. to enter into this Compromise Settlement Agreement and Release and such written consent shall be provided to TOM GREEN COUNTY prior to the issuance of the retainage referenced in paragraph 6.


6. TOM GREEN COUNTY further agrees to pay to REID & GARY STRICKLAND CO. within ten (10) days from the date of the execution of this Agreement the sum of SEVENTY-NINE THOUSAND TWO HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$79,262.00) which it is presently holding as retainage under the terms and conditions of the Agreement and Contract between the parties dated April 30, 1998. The balance of all contracts which is inclusive of any change orders as entered into between the parties is \$60,177.62. This amount includes the balance of the services to be provided as well as the retainage under the contracts. The unpaid contract balances and retainage will be paid in accordance with the contractual agreements of the parties.

7. This Compromise Settlement Agreement and Release shall be binding upon and inure to the benefit of TOM GREEN COUNTY and REID & GARY STRICKLAND CO., and their respective successors and assigns.

8. This Compromise Settlement Agreement and Release is to be construed in accordance with the laws of the State of Texas and the parties hereto agree that it is performable in Tom Green County, Texas. The parties agree that exclusive venue for the interpretation and enforcement of this Compromise Settlement Agreement and Release shall be in a State District Court sitting or located in Tom Green County, Texas.

DATED this 20 day of December, 2000.

TOM GREEN COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
TEXAS

By: 
MICHAEL D. BROWN, TOM GREEN
COUNTY JUDGE

REID & GARY STRICKLAND CO.

By: 