

# Tom Green County Commissioners' Court

## July 31, 2001

The Commissioners' Court of Tom Green County, Texas, met in Regular Session July 31, 2001, in the Edd B. Keyes Building, with the following members present:

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

**Judge Brown called the meeting to order at 8:36 AM**

**Judge Brown recessed the Regular Meeting to go into an Executive Session at 8:37 AM**

**Judge Brown reconvened the Court at 9:37 AM**

The Pledge of Allegiance was recited and Commissioner Easingwood gave the invocation.

**Commissioner Easingwood moved to approve the Consent Agenda as presented :**

- A. The approval of the Minutes from the Regular Meeting, July 24, 2001 and the Special Meeting/Workshop on July 27, 2001.
- B. Approved to pay the bills in the Minutes of Accounts Allowable for the week of July 25-31, 2001 in the amount of \$ 1,004,828.92 and approved the Purchase Orders in the amount of \$22,627.00.
- C. Accepted the Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/STEP</u>	<u>SALARY</u>
Harris, Mike L.	Fam. Viol. Inv. Unit (DA)	Sal. Inc.	06/01/01	N/A	\$1238.54 S/M
Ortegon, Josie D.	Victim Asst. Unit (DA)	Sal. Inc.	07/01/01	N/A	\$ 937.50 S/M
Williams, Allison L.	TX Narc. Cntrl (DA)	Sal. Inc.	06/01/01	N/A	\$2347.17 S/M
Castro, Olivia L.	Housekeeping	New Hire	07/31/01	P/T	\$ 5.15 HR
Fierro, Albert A.	Juv. Probation (056)	New Hire	08/01/01	N/A	\$ 895.83 S/M
Smith, Heather D.	Juv. Probation (056)	Trf. & Promotion	08/13/01	N/A	\$ 895.83 S/M

The following personnel actions are presented for *Acknowledgement* and 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>
Coley, Evelyn B.	Library	Resignation	07/31/01	19/3	\$ 989.13 S/M
Wells, Ricky L.	Road & Bridge 2/4	Resignation	07/24/01	13/1	\$ 700.08 S/M
Espinosa, Erin M.	Juv. Probation (056)	Resignation	08/31/01	N/A	\$1031.25 S/M
Yancey, Leslie	Juv. Probation (276)	Resignation	08/01/01	P/T	\$ 6.00 HR
Garcia, Maria I.	Sheriff	Resignation	08/05/01	12/3	\$ 700.08 S/M
Burnett, Martha H.	CSCD (282)	Sal. Inc.	08/01/01	N/A	\$1090.46 S/M

Coppic, Leigh	CSCD (218)	Sal. Inc.	07/16/01	N/A	\$1011.63 S/M
Galindo, Sandra	CSCD (218)	New Hire	08/01/01	N/A	\$ 972.71 S/M
Robles, Francisco R.	CSCD (150)	Sal. Inc.	08/01/01	N/A	\$1380.42 S/M
Rucker, Jennifer C.	CSCD (218)	Sal. Inc.	07/16/01	N/A	\$1056.25 S/M

- D. Approved the sale of city tax foreclosure property being Lots 4& 5, Block 85, Hatcher Addition, Suit # B-99-0081-T, in the amount of \$1,200.00 , purchased by Alexander G. Sanchez.
- E. Set the opening date of August 28, 2001 for RFB 01-025 "Sale of property at 903 N. Martin Luther King.
- F. Acknowledged letter, from Christoval ISD, granting ingress and egress to an existing caliche road, as a matter of record. (Recorded with these minutes)
- G. Approved the Tax-Assessor/Collector's annual Interlocal Contract with the Tom Green County Appraisal District as a matter of record.

**Motion was seconded by Commissioner Weeks and all voted in favor.**

**There were no actions to be taken on anything from the Executive Session.**

**July 31, 2001**

Herb Straach – Templeton Construction- reported that in Phase I, the Willow Detention Center is checking all the hardware, locks and all other related items to make sure they are all working properly. In Phase II the electrician, duct men, and plumbers have not quite completed their work above the ceiling so the ceiling has not been started. Powell Glass and Mirror has completed the aluminum frames above the entrance and are now awaiting the arrival of the glass, which should be her next week. Plasterer's are still working on the first floor ceilings at the entrance. Construction Service has completed the investigative part of there inspection of the steel structure. On Phase III, the dry wall installers, electricians, plumbers and duct work are continuing their work. **No action was taken by the Court.**

James Bunyard addressed the Court regarding a Replat of the Twin Mills subdivision (3 tracts). A note has been added on the plat regarding the availability of water. Replat has not been approved by the Health Department at this time. Mr. Bunyard submitted a letter from SK Engineering regarding the availability of adjoining water sources.

Judge Brown made note of the new law creating an interlocal agreement with the City of San Angelo creating a single plat approval authority.

**Judge Brown moved to approve the Replat of the Twin Mills Subdivision , subject to approval of the Health Department regarding the flood plain, sewer systems, ect... After the approval by the Health Department, Judge Brown will sign the final approval for the Plat. Motion was seconded by Commissioner Bookter and all voted in favor.**

**Commissioner Friend moved to adopt the Resolution in support of the concept of a Water Master Program on the Concho River of Texas. Motion was seconded by Commissioner Easingwood.**

**Commissioner Friend** explained that this would not be regulated by the County, but would be a State program that would fairly monitor the water rights of the individuals that have been legally established. The resolution is in support of the concept of monitoring water usage.

**Commissioner Bookter** stated that individuals are in support of this concept due to the abuse and misuse by a few individuals, that is jeopardizing the availability of water for the majority.

**Commissioner Weeks** stated the majority would like to conserve water and that there are people on both sides of the fence on this issue. He feels that the Court should stay neutral on this issue.

**Commissioner Easingwood** stated that many of his constituents had called and ask him to support this program because of the abuse of a few individuals who have created a hardship on the majority.

**Judge Brown** stated that this program had been suggested back in the 1980's and had not had the support at that time. He stated that he had received numerous phone calls opposed to the program.

There are already laws that do the same thing, but the state has not established the funding to enforce the existing laws.

**Stephen Salmon** addressed the Court, on behalf of the Texas Sheep & Goat Raisers Association and Riverside and Landowners Protection Coalition (a private organization). These groups are opposed to the Water Master Program.

He stated that there are over 80,000 miles of river basin and only 2 Water Master Programs in the entire state of Texas, which suggest that there might be something wrong with this program. Mr. Salmon suggested that the money used to implement this program, would be better served by using this toward an education program toward other conservation issued initiated by local water and irrigation districts and come up with innovative ideas to make better use of our resources such as rainwater harvest where street runoff water is stored in underground storage and reused. He feels local control as opposed to State control, would be a fairer usage. He feels the key to water conservation is education and research.

**A.J. Jones** addressed the Court in support of the Water Masters Program because this allows regulations to stop the abuse of the water usage. All rivers are different and unique so each one has their own set of problems. There would be a cost as per usage. There should be a local board that represents a variety of people from every creek and river in the area since these all have their own problems. This way they can discuss various problems and possible solutions. There would be a deputy that would enforce the regulation of the flow. Meters would be installed that would meter the flow and usage from the rivers. Many individuals are not aware of the acre feet that they pump from the river because there is no measurement guide in place. Mr. Jones has stated that he has obtained between 400 and 500 individual along the river who have signed the petition in support of the Water Master Program. Brush Control and Silt Control are some of the other programs out there that are being established to help conserve our water.

**Motion passed 3 to 2. (For---Commissioners Friend, Bookter and Easingwood) (Opposed---Judge Brown and Commissioner Weeks.)**

**Commissioner Weeks** stated he was not opposed to regulating water, but to the, somewhat, infringement upon property rights and that knowledgeable people know what we are doing.

**Ruben Robles**-(Community Supervision & Correction Department) Reported to the Court that the Community Service Probationers, were going on a weekly basis to the Courthouse, to mow the

**July 31, 2001**

lawn and maintain the weeds. The fertilizing has not been done because of the water situation. Other projects that are worked on include the Libraries, Sheriff's office, the CSCD Building on Bell Street and recently, they have started working on the cemeteries. **No Action by the Court.**

**Judge Brown moved to authorize the architect to proceed with the design for the Library Expansion Project. Motion was seconded by Commissioner Weeks and all voted in favor.**

**Judge Brown moved to approve the Order of the Commissioner's Court Establishing Criteria for Redistricting of County Political Boundaries. Motion was seconded by Commissioner Easingwood and all voted in favor.**

**Judge Brown moved to approve the Interlocal Agreement to participate in the Texas Association of Counties Health and Employee Benefits Pool and name County Treasurer, Dianna Spieker, as the local pool Coordinator. Motion was seconded by Commissioner Friend and all voted in favor.** (Silver Choice – Medicare Supplement for Retired Employees at their personal expense. Recorded with these minutes.)

**Dwain Psencik**, representing the Heirs of Shorty and Jessie Bingham, requested that the Court abandon a platted street on a tract of land in Mereta that was never established as a street, in order to clarify and clear the title for the grantee. A petition requesting abandonment of unnamed street in Mereta, Texas, has been presented to the Court by heir, Roy Jay Bingham.

**Commissioner Friend moved to abandon unnamed street, running north and south between Block 1 and Block 2 in the town of Mereta, Texas according to the Texas Transportation Code Sections 251.051 and 251.057 as presented and adopt this order. Motion was seconded by Judge Michael Brown and all voted in favor.** (Petition and Order recorded with these minutes.)

**Judge Brown moved to table request by MENSA to set up a table in the Keyes Building Mall way to hand out information and answer questions about the program until more information is obtained.**

**There was no second to the motion.**

**Judge Brown withdrew his motion.**

**Commissioner Easingwood moved to deny the request by Mensa to set up. Judge Brown seconded the motion and all voted in favor.**

**Tonya Spaeth**, County Domestic Violence Attorney, requested that the Court allow them to apply for an additional grant, of new funds, that are available that would allow them to give some fringe benefits and include travel and training in addition to the original grant.

**Judge Brown moved to adopt the Resolution to Authorize the County Attorney to Apply to the Office of the Attorney General for a Grant to pay for the Salary, Fringe Benefits and Travel/Training Costs for the Victim Assistance Coordinator. Motion was seconded by Commissioner Easingwood and all voted in favor.**

**Judge Brown moved to revise current Personnel Policy, Subsection 9.01 to include Wednesday in the current Christmas Holiday Schedule, if Christmas falls on Tuesday, to be effective in 2001. Motion was seconded by Commissioner Friend and all voted in favor.**

**Stanley Liles**, County Auditor, stated that the Tom Green County Appraisal District would not have the estimated revenue figures to the Court before August 10, 2001, at the earliest, so therefore the only way a tax rate could be set would be to use projected estimated figures, which will mean the revision of the timing schedule for publications and public hearings. He recommended that we postpone setting the tax rate, until August 14<sup>th</sup>.

**Judge Brown moved that we establish the fact that we will not exceed the roll back rate, but we will exceed the 103 % based on our existing budget projections. Motion was seconded by Commissioner Friend and all voted in favor.**

**Judge Brown moved to incorporate a Public Hearing in with the Regular Commissioner's Court Meeting on August 14, 2001. Motion was seconded by Commissioner Weeks and all voted in favor.**

**Judge Brown** wish to explain that the tax increase is due to about a 300% increase in health insurance, almost a 30 – 35% increase in energy cost, Court appointed attorney fees are projected to be in excess of \$177,000.00. The employees are getting no significant raises this year, all office budgets, with the exception of health insurance, are staying about the same operation cost as last year. The number of employees have been reduced from last year. The free sales tax days also reduces income for the County, that has to be recovered somewhere. The County's tax rate is still lower than either the City or the School Districts.

**July 31, 2001**

**Judge Brown tabled the discussion on Elected Officials salaries and expenses for FY 2002 until August 7, 2001, because the Appraisal District does not have the numbers ready yet.**

**Commissioner Weeks** had a question regarding whether or not a replat is required to be filed with the County Clerk when taking a tract out of an existing plat. The Subdivision and Manufactured Home Rental Community Development Regulations, according to Section 7.05, requires a replat to be filed.

## **Future Agenda Items:**

1. Elected Officials Salary.

## **Announcement:**

1. The last day for the annual wire recycling drive (August 2, 2001) at the Wall Co-op Gin.
2. Budget Hearings set for tomorrow (August 2, 2001)
3. Knickerbocker Annual Picnic set for Saturday, August 4, 2001.

Meeting was adjourned at 11:45 AM.

---

Michael D. Brown, County Judge

---

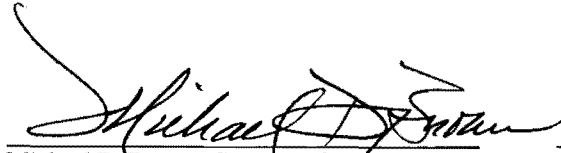
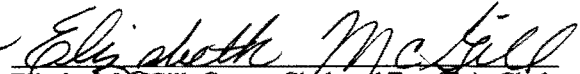
Elizabeth McGill, County Clerk and Ex-officio Clerk  
Of the Commissioners' Court



**Announcement:**

1. There will be the annual wire recycling drive July 1<sup>st</sup> through August 2, 2001 at the Wall Co-op Gin.
2. Budget Hearings set for July 19 & 20, 2001 is cancelled.

Meeting was adjourned at 11:20 AM.

  
Michael D. Brown, County Judge  
Elizabeth McGill, County Clerk and Ex-officio Clerk  
Of the Commissioners' Court

*The City Of*

# San Angelo, Texas

*P. O. Box 1751 - Zip 76902*

July 23, 2001

Mr. Michael Brown  
County Judge  
Tom Green County  
112 W. Beauregard  
San Angelo, Texas 76903

Re: Sale of Tax Foreclosure Property(s)- Lots 4 & 5, Block 85, Hatcher Addition - Suit Number B-99-0081-T

Dear Sirs:

The above referenced property was auctioned in a Sheriff's Sale in November 1999 with no offers received. Subsequently, the property was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The property is only a remainder of land and is a vacant.

The City has received an offer from Alexander G. Sanchez in the amount of \$ 1,200.00 for the purchase of the property. This offer will satisfy the costs of the tax suit and a portion of the taxes owed.

Listed below is a breakdown of the amounts owed.

Taxes	\$ 2,121.43
District Clerk	\$ 95.00
Sheriff's Fees	\$ 40.00
Attorney Fees	\$ 201.00
City Admin	\$ <u>146.45</u>
	\$ 2,603.88

7-23-2001 3:13PM FROM

P. 3

The City Council has approved the sale of the property. This matter is now being forwarded to you for your approval. Attached is a Tax Resale Deed for your signature.

If you have any questions or require additional information, feel free to contact me at (915) 657-4212.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Carver".

Sheila Carver  
Property Manag. Tech.



**CRISTOVAL INDEPENDENT SCHOOL DISTRICT**

Superintendent (915) 896-2520

High School (915) 896-2355

P.O. Box 162

Christoval, Texas 76935-0162

Elementary (915) 896-2446

Fax (915) 896-2671

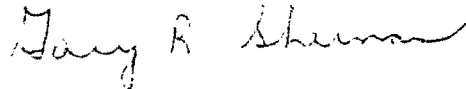
July 19, 2001

Mr. Richard Easingwood  
Tom Green County Commissioner  
Precinct 4  
113 West Beauregard  
San Angelo, Texas 76903-5887

Dear Richard:

This letter is to inform you that the Christoval ISD Board of Trustees, at a duly called meeting on July 18, 2001, approved your request dated July 12, 2001 in the regard of granting ingress and egress of the existing caliche road, which lies within the approximate twenty-six (26) acre lease addendum from Tom Green County to the Christoval Independent School District. The Board approved the request for a 2 year term with an option to renew. If you have any questions, please feel free to get in touch with me.

Yours truly,



Gary R. Sherman  
Superintendent  
Christoval ISD

## Tom Green County Commissioners' Court

       Written Testimony Only

  X   General Public Testimony  
Resource Witness

### Please Print

I am appearing before this body to testify regarding: WATER MASTER

My Position on the above matter is: ( ) for  
(X) against  
( ) neutral

In so appearing, I hereby make the following statements:

My name is: STEPHEN J. SALMON

#### HOME INFORMATION:

Address: 2612 OXFORD AVE  
SAN ANGELO, TX  
Phone: (915) 942-0267

#### BUSINESS INFORMATION:

Address: 2909 STARWOOD  
SAN ANGELO, TX 76901  
Phone: (915) 224-3047

In appearing before the Commissioners' Court, I represent: RLPC & TSGRA

(X) myself, and my occupation, profession or business is: RANCHING - INVESTMENT

AND/OR

(V) the following persons, firms, corporations, classes or groups: TEXAS SHEEP & GOAT RAISER

RIVERSIDE & LANDOWNERS PROTECTION COALITION

Whose address is: Box 2290, SAN ANGELO, TX 76902 (TSGRA)  
Box 2161, SAN ANGELO, TX 76902 (RLPC)

I do solemnly swear or affirm that the above statements by me are true and accurate, and that I have listed all persons, firms, corporations, classes or groups which I represent in reference to the matters on which I am appearing and that the testimony I am about to give before the Tom Green County Commissioners' Court will be the truth, the whole truth, and nothing but the truth.

Date: 7/31, 192001 Signature: [Signature]

A person who makes a false statement under oath is subject to prosecution under Section 37.02, Penal Code

## Tom Green County Commissioners' Court

\_\_\_\_\_ Written Testimony Only

\_\_\_\_\_ General Public Testimony  
\_\_\_\_\_ Resource Witness

### Please Print

I am appearing before this body to testify regarding: Water Master

My Position on the above matter is: ☒ for  
☐ against  
☐ neutral

In so appearing, I hereby make the following statements:

My name is: \_\_\_\_\_

HOME INFORMATION:

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

BUSINESS INFORMATION:

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

In appearing before the Commissioners' Court, I represent:

☐ myself, and my occupation, profession or business is: \_\_\_\_\_

AND/OR

☐ the following persons, firms, corporations, classes or groups: \_\_\_\_\_

Whose address is: \_\_\_\_\_

I do solemnly swear or affirm that the above statements by me are true and accurate, and that I have listed all persons, firms, corporations, classes or groups which I represent in reference to the matters on which I am appearing and that the testimony I am about to give before the Tom Green County Commissioners' Court will be the truth, the whole truth, and nothing but the truth.

Date: 7-31-10

Signature R. J. Jones

*A person who makes a false statement under oath is subject to prosecution under Section 37.02, Penal Code*

STATE OF TEXAS

COUNTY OF TOM GREEN

**RESOLUTION**

**WHEREAS**, water and its use in Texas is a major concern to all Texans. The Tom Green County Commissioners' Court is its regular called meeting on July 31, 2001 does hereby resolve that it is in support of the concept of a Water Master Program to be implemented on the Concho River in Tom Green County.

**WHEREAS**, The Tom Green County Commissioners' Court does further resolve that the purpose of implementing a Water Master Program on the Concho River of Texas would be to fairly monitor water rights that are legally established by the State of Texas.

**NOW, THEREFORE, BE IT RESOLVED**, on this 31<sup>st</sup> day of July, 2001 the Tom Green County Commissioners' Court does hereby approve and support this resolution.

\_\_\_\_\_  
Michael D. Brown, County Judge

Clayton Friend

Clayton Friend, Commissioner, Pct. 1

Karl Bookter

Karl Bookter, Commissioner, Pct. 2

\_\_\_\_\_  
Jodie R. Weeks, Commissioner, Pct 3

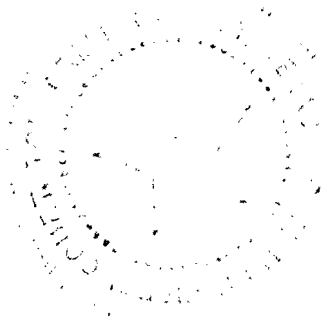
Richard S. Easingwood, Jr.

Richard Easingwood, Commissioner, Pct. 4

Subscribed and acknowledged before me by the said County Officials, on this the 31<sup>st</sup> day of July, 2001.

Attest:

Elizabeth McGill  
Elizabeth McGill, County Clerk  
Tom Green County, Texas



ORDER \_\_\_\_\_

AN ORDER OF THE COMMISSIONERS COURT ESTABLISHING CRITERIA FOR  
REDISTRICTING OF COUNTY POLITICAL BOUNDARIES

The Commissioners Court of Tom Green County, Texas, meeting in a duly scheduled and posted meeting, does hereby adopt the following criteria for use in the redistricting of all county political boundaries. Any plan for the redistricting of County Commissioners, Justice of the Peace, or election precincts should, to the maximum extent possible, conform to the following criteria:

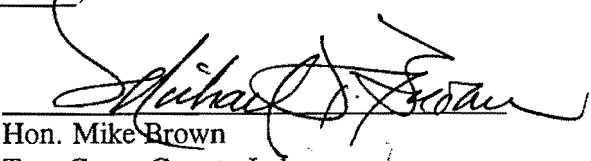
1. The plan should insure that all applicable provisions of the U.S. and Texas Constitutions, the Voting Rights Act, the Texas Election Code are honored.
2. The plan should address minority representation, and if at all possible in conformity with constitutional standards, avoid retrogression in the percentage of population and voting age demographics consistent with existing minority representation.
3. The plan should preserve minority communities of interest. These communities of interest should be recognized and retained intact where possible. Only when the overall minority population of the county is sufficiently large to require more than one minority district should minority populations be divided, and only then to the least degree possible.
4. The plan should not, however, attempt to unreasonably join geographically remote minority populations into a single precinct unless there are strong and genuine connections between these communities as reflected by common schools, churches, or cultural ties. For example, minority populations in two separate towns, located miles apart, may not have sufficient links or common political cohesion to justify joining these two minority population centers into a single electoral group. Particularly when dealing with distinct minority groups, such as Black and Hispanic populations, a general assumption that separate minority populations will vote in a "block" may be unsupportable in fact.
5. The plan should seek compact and contiguous political boundaries. Physical boundaries such as rivers, which tend to divide populations in fundamental ways, should be recognized and communities of interest should be retained intact where possible. To the maximum extent possible, clearly recognized boundaries should be used to facilitate ease of voter identification of boundaries, as well as election administration.
6. Where possible, well-recognized and long used election precinct boundaries should be retained intact (within the limitations imposed by state and federal law) or with as little alteration as possible.
7. Election precincts in the plan should be sized in conformity with state law. For example, in counties that use traditional, hand counted paper ballots, no election precinct may contain more than 2000 voters. In counties with voting systems that allow for automated ballot counting, this number may be increased to as many as 5000 voters.

8. The plan should afford incumbent office holders with the assurance that they will continue to represent the majority of individuals who elected these incumbents, and all incumbents' residential locations should be retained in their reformed precincts to insure continuity in leadership during the remaining term of incumbents.
9. The plan should address fundamental and necessary governmental functions, and to the extent possible, insure that these functions are enhanced rather than impaired. For example, county road mileage should be balanced to the extent possible between the resulting commissioner's precincts. Election administration should not be unduly complex as a result of election boundaries.
10. The plan should insure that election voting precincts under that plan do not contain territory from more than one commissioners precinct, justice precinct, congressional district, state representative district, state senatorial district, or city ward, if the city has a population of 10,000 or more (this is a strict legal requirement, but city election wards should be honored in virtually all circumstances, with city and rural county voters being kept in separate voting precincts to the extent possible), State Board of Education districts, and where they exist, other special election districts, such as water, hospital, or navigation districts to provide to the greatest extent possible harmonious administration of various election jurisdictions.
11. The plan should attempt to locate polling places in convenient, well-known locations that are accessible to disabled voters to the maximum extent possible. Public buildings should be utilized to the maximum extent possible as polling places. Where necessary, buildings routinely open to the public, such as churches, retail businesses, or private buildings dedicated to public activities, should be used as polling places.


The foregoing criteria are deemed to be illustrative, but not exclusive, examples of fundamentally important issues, which should be considered in any redistricting, plan. Therefore, the Commissioners Court expresses its intention to measure any plan submitted for consideration by this set of criteria, and to base any eventual exercise of discretion upon the foregoing criteria.

The criteria approved this date were considered in open Court, following posting not less than 72 hours before any action taken on the same. Upon motion by ~~Commissioner~~ <sup>Judge</sup> BROWN, second by Commissioner FRISINGWOOD, the Court adopted the criteria set forth herein by a vote of 5 to 0.

Signed this 31 day of July 2001.

  
Hon. Mike Brown  
Tom Green County Judge

Attest:

  
County Clerk, De Facto Clerk of the  
Tom Green County Commissioners Court

# TEXAS ASSOCIATION OF COUNTIES

1204 San Antonio • Austin, TX 78701



P.O. Box 2131 • Austin, TX 78768-2131

Sam D. Seale • Executive Director

July 20, 2001

Honorable Michael D. Brown  
Tom Green County Judge  
112 West Beauregard Avenue  
San Angelo, TX 76903

Dear Judge Brown:

The Texas Association of Counties Insurance Trust Fund, formed in October of 1980, was structured to terminate or expire after twenty-one years of operation. That expiration date is September 30, 2001.

Your county is a participant in the current Trust and obtains health care coverage for your County's retirees through the Trust's County Choice Silver Program. The Association is sponsoring a successor Pool that will provide continued employee benefit services, including retiree health care, to all members after the Insurance Trust Fund ceases to exist. The new organization, the Texas Association of Counties Health and Employee Benefits Pool, was formed by interlocal agreement on July 3, 2001. Charter members of the new pool are Marion County, Cooke County and Palo Pinto County. The trustees of the Insurance Trust Fund, at its July 5, 2001 board meeting, agreed to transfer all assets and liabilities of the existing Trust into the new pool effective September 30, 2001. To ensure uninterrupted health insurance for your retirees, it will be necessary for the Commissioners Court to approve your execution of a new interlocal agreement to participate in the newly formed Texas Association of Counties Health and Employee Benefits Pool. I have enclosed two copies of the new interlocal agreement for your action. I have also included, for your information, a copy of the bylaws for the new pool. Before the TAC Health and Employee Benefits Pool can conduct normal business, an election must be held for members to elect a full eleven-member board of trustees to replace the existing charter board. Current charter board members are the Honorable Gene Terry, Marion County Judge, the Honorable Jerry Lewis, Cooke County

(512) 478-8753 • (800) 456-5974 • FAX (512) 478-1426

Texas Association of Counties Health & Employee  
Benefits Pool Letter  
July 20, 2001  
Page 2

Commissioner and the Honorable Mickey West, Palo Pinto County Judge. Because of the time constraints necessitated by the election, we request that your completed interlocal agreement be returned as quickly as possible but not later than August 15, 2001. It is important that you also list on the signature page of the interlocal agreement the name and telephone number of the person that the Commissioners Court designates as the pool coordinator. This must be the person that the court designates, or authorizes, to receive legal notice for the county.

Please feel free to call either me or your Health and Employee Benefits Manager, Bill Norwood, or TAC's Legal Department, at 1-800-456-5974 with any questions you may have concerning the new pool, the enclosed bylaws or the interlocal agreement.

Sincerely,



James W. Jean, ARM

Director, Self-Insurance Program Administration

Attachment: Bylaws & Interlocal Participation Agreement



**TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL  
INTERLOCAL PARTICIPATION AGREEMENT**

---

This Interlocal Participation Agreement (the "Agreement") is made by and between Tom Green County, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS' COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act (TEX. GOV'T CODE, Chapter 791), acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

**1. RECITALS**

1.1 The Member is a political subdivision of the State of Texas as "political subdivision" is defined in Chapter 172 of the Texas Local Government Code.

1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Section 791.003 of the Texas Government Code.

1.3 The Member desires to contract with HEBP in order to obtain health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages.

1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP

**2. AGREEMENT**

2.1 Entry Into HEBP. For and in consideration of the premises and the mutual agreements set forth below, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, thereby achieving efficiencies and economies of scale in connection with the provision of health and employee benefits for the Member's officials, employees, and retirees, and their eligible dependents.

2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits provided by HEBP are authorized pursuant to the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Local Government Code), the Interlocal Cooperation Act (Chapter 791, Government Code) and other applicable provisions of Texas law.

Board Approved 7/5/01

2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and supervise the performance of the Agreement and the operation of HEBP.

2.4 Transfer of Assets. Each political subdivision that is or was a participant in the Texas Association of Counties Insurance Trust Fund (the "Fund") hereby acknowledges that Fund will expire under the terms of the Restated Agreement and Declaration of Trust on October 1, 2001 and acknowledges, consents to and ratifies in full the transfer of the assets of the Fund to HEBP.

2.5 Merger. Each Member that is or was a participant in the Texas Association of Counties Employee Benefits Pool hereby acknowledges, consents to and ratifies in full the merger of the Employee Benefits Pool into HEBP, which will be effective on September 30, 2001.

### 3. TERMS AND CONDITIONS

3.1 Termination. This Agreement shall commence as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and the Bylaws, policies and procedures of HEBP, which collectively establish the conditions for membership in HEBP. The Bylaws, of HEBP are incorporated by reference and made a part of this Agreement for all purposes as if fully set out herein. Any amendment to the Bylaws shall become binding on the Member immediately upon its adoption.

3.3 Benefit Plans. HEBP shall make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages (the "Benefit Plans"). Such benefits will be provided under the authority of the laws of the State of Texas, including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Local Government Code), the Interlocal Cooperation Act (Chapter 791, Government Code) and other applicable provisions of Texas law. Each Member will adopt its own Schedule of Benefits from those made available by HEBP. The Benefit Plans may be insured, self-insured, pooled liabilities, or any combination thereof.

3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.

3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.

3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of the Member, or the dependents of these officials, employees or retirees.

3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and/or reinsurance as provided by law, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

3.8 Coordinators. Each Member hereby designates and appoints, as indicated in the space provided below, a Pool Coordinator of department head rank or above and agrees that HEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by, a Member's Pool Coordinator, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Pool Coordinator from time to time by giving written notice to HEBP.

3.9 Audits. HEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas including, but not limited to, Chapter 172 of the Local Government Code.

3.10 Plan Administrator. Each Member, as its own Plan Administrator, retains the right, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.

3.11 Member Responsible. Each Member acknowledges that to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan in the event HEBP fails to make such payments.

#### **4. ADMINISTRATIVE PROVISIONS**

4.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties  
Health and Employee Benefits Pool  
Attention: HEBP Manager  
1204 San Antonio  
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. However, with respect to any notices regarding claims under a Member's coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.

4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

#### EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

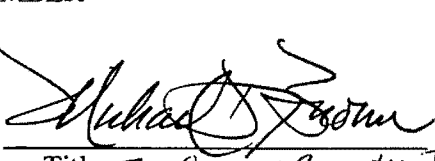
TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS  
POOL

By: 

Executive Director, or  
Authorized designee for  
Texas Association of Counties

Date: July 20, 2001

Tom Green County  
MEMBER

By:   
Title Tom Green County Judge

Date: July 31, 2001

POOL COORDINATOR

Name: Dianna Spieker

Address: 113 W. Beauregard

San Angelo, TX 76903

Phone Number: 915-659-3263

**BYLAWS AND PLAN OF OPERATION OF THE  
TEXAS ASSOCIATION OF COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL**

**ARTICLE I  
Creation of HEBP**

The Texas Association of Counties Health and Employee Benefits Risk Pool (hereinafter referred to as "HEBP"), sponsored by the Texas Association of Counties ("TAC"), was established on July 3, 2001 by the entry of certain political subdivisions of the State of Texas into a charter interlocal agreement. These political subdivisions of the State of Texas created HEBP to provide health and employee benefits to their officers, employees, retirees, and eligible dependents pursuant to the provisions of Chapter 791 of the Local Government Code (the "Interlocal Cooperation Act"), Chapter 172 of the Texas Local Government Code, and other applicable law.

**ARTICLE II  
Definitions**

As used in this agreement, the following terms shall have the meaning hereinafter set out:

- A. BOARD – the Board of Trustees of HEBP;
- B. MEMBER -- a political subdivision of the State of Texas which enters into and maintains the requisite contractual relationship through an intergovernmental agreement with HEBP.
- C. HEBP MANAGER – TAC or its duly authorized designee;

**ARTICLE III  
Purposes**

- A. HEBP is organized exclusively for the benefit of political subdivisions of the State of Texas to serve as the administrative agency and a pool for health and employee benefits and to assist members in controlling costs by taking advantage of economies and efficiencies of scale. HEBP is not intended to operate as an insurance company, but rather is intended to be a contracting mechanism by which political subdivisions of the State of Texas may contract with each other to provide benefits for their officers, employees, retirees and eligible dependents. HEBP is authorized to operate anywhere within the State of Texas and is not limited in its operations to any particular territory within the State of Texas.
- B. It is the intent of the Members to use Member contributions to pay for the cost of benefits obtained by each Member for its employees through its employee benefit plan. It is also the intent of the Members to have HEBP provide needed coverages at reasonable costs. Except as provided herein, all income and assets of HEBP shall be at all times dedicated to the exclusive benefit of its Members.

Board Approved 7/5/01

C. The principal and income of all property received and accepted by the Board to be administered under these Bylaws may be held and invested for HEBP in such a manner as the Board shall determine. The investment policy of HEBP shall be established by resolution of the Board, and may be changed from time to time. The Board may make payments or contributions from income or principal, or both, to or for the use or benefit of the Members, in such a manner as the Board shall determine to be proper under these Bylaws and the investment policy.

D. No part of the net earnings of HEBP shall inure to the benefit of or be distributable to its Trustees, officers, Members, or other private persons, except that HEBP may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the purposes set forth herein.

E. Upon dissolution of HEBP, the Board of Trustees shall, after paying or making provision for the payment of all the liabilities of HEBP, distribute all the assets of HEBP either to the current Members who contributed to any remaining surplus pro rata in proportion to their annualized contributions, or to a successor entity.

F. In recognition of the role of HEBP as one of the governmental programs of TAC, HEBP shall seek cooperative arrangements with other T.A.C.-sponsored governmental programs concerning administration, investments, joint programs, and other matters of mutual concern in order to achieve economies and to effectuate objectives shared by the said Association and any other T.A.C.-sponsored governmental programs. Such cooperative arrangements may include formal merger with another one or more of the governmental programs of TAC, at such time and on such terms as shall be judged appropriate by the Trustees of HEBP.

#### ARTICLE IV Non-Waiver of Governmental or Other Immunity or Monetary Limits

All money, plus earned interest, contained within HEBP is money derived from the Members. It is the intent of the Members that, by entering into interlocal participation agreements to become Members of HEBP, they do not waive and are not waiving any immunity provided to the Members or their officers or employees by any law or any monetary limits on the liability of the Members or their officers or employees provided by any law.

#### ARTICLE V Powers

A. The powers of HEBP to perform and accomplish the purposes set forth above shall be the following, subject to the budgetary limits of HEBP and the procedures set forth in these Bylaws:

1. To provide employee and health benefit plans for the officials, employees, retirees, and dependents of the Members, including accident, health, dental, life, disability and other appropriate coverages (the "Benefit Plans"). Such benefits will be provided under the authority of the laws of the State of Texas, including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172,

Local Government Code), the Interlocal Cooperation Act (Chapter 791, Government Code), Articles 3.51-2 and 3.51-6 of the Texas Insurance Code, and other applicable provisions of Texas law.

2. To pay liabilities and health benefits for officials, employees, retirees and eligible dependents, and no other liabilities except as specifically agreed, for HEBP Members in accordance with interlocal participation agreements entered into by the Members;
3. To purchase group health insurance coverage and other employee benefits for Members;
4. To charge contributions for the services provided to Members, including the costs of operation;
5. To retain employees, agents and independent contractors necessary to administer and achieve the purposes of HEBP, including but not limited to attorneys, accountants, financial advisors, claims and loss control administrators, actuaries, investigators, experts, consultants and others;
6. To purchase and lease real property, equipment, machinery, and personal property;
7. To hold all funds contributed by Members and to invest such funds in investments authorized by the Board pursuant to its investment policy;
8. To purchase stop loss insurance or excess insurance or reinsurance;
9. To carry out such other activities as are necessarily implied or required to carry out the purposes of HEBP;
10. To sue and be sued;
11. To enter into contracts;
12. To enter into interlocal participation agreements with Texas political subdivisions eligible under these Bylaws and to vary the provisions of such agreements in accordance with the policies and decisions of the Board;
13. To require at any time the execution by a Member of a new interlocal participation agreement within 30 days of the Member's receipt of such new agreement, or in the absence of execution, to terminate the Member's participation in HEBP in accordance with Article XVI of these Bylaws;
14. To reimburse Trustees for reasonable and approved expenses, but any expense incurred in attending Board meetings shall be reimbursed in accordance with TAC's travel policies in effect at the time the expense is incurred;

15. To purchase fidelity bonds from an insurance company approved by the Texas Department of Insurance to write surety bonds in Texas;
16. To provide or contract for claim adjustment services, network contracting management, pharmacy management, eligibility management, underwriting and other services necessary to manage an employee benefit plan;
17. To contract with TAC or any entity representing any other program sponsored by or associated with TAC in order to achieve economies in operations and management or further shared objectives; and
18. To enforce the terms of the interlocal participation agreements into which it enters with Members.

B. HEBP shall have only those powers consistent with Texas law, these Bylaws, the interlocal participation agreements entered into with Members, and any amendments adopted hereto and as otherwise provided by law.

#### **ARTICLE VI** **Participation**

Membership in HEBP shall be limited to political subdivisions of the State of Texas that agree to abide by the standards for membership adopted by the Board, to abide by the Bylaws, and to enter into interlocal participation agreements with HEBP. The Board may establish a minimum initial period of coverage for new members which shall be for a period of not less than one year, subject to the payment of such sums and under the conditions established in these Bylaws. The Board may apply a surcharge to any risk that does not meet the basic underwriting criteria established by the Board or its designee. HEBP may refuse to accept any applicant for membership.

#### **ARTICLE VII** **Duration of Membership**

All Members of HEBP, unless terminated or expelled pursuant to the withdrawal or expulsion provisions of these bylaws, may remain Members indefinitely. Any Member that is expelled or that terminates its membership prior to the end of the annual coverage period shall be subject to normal short-rate earned premium factors, if applicable.

#### **ARTICLE VIII** **Obligations of Members**

The obligations of the Members are:

- A. To pay promptly all contributions or other payments to HEBP at such times and in such amounts as shall be established pursuant to these Bylaws, the interlocal participation agreement, and the applicable policies or Benefit Plans. Failure of a Member to pay its contribution or other



payment within 30 days of receipt of an invoice may result in the assessment of a late fee at a rate not to exceed the maximum interest rate allowed by law.

B. To designate in writing a representative to serve as a coordinator with HEBP (a "Pool Coordinator"). The Pool Coordinator must be an employee or officer of the member political subdivision and of department head rank or above, but may be changed from time to time;

C. To allow HEBP and the HEBP Manager, and/or its agents, contractors, and officers, reasonable access to all facilities of the Member and all records, including, but not limited to, financial records, as required for the administration of HEBP;

D. To cooperate fully with HEBP's attorneys and the HEBP Manager, and any other agents, contractors, or officers of HEBP in activities relating to the purposes and powers of HEBP;

E. To provide HEBP, upon request, information on exposures identified by HEBP;

F. To allow attorneys and others designated by HEBP to represent any Member in the investigation, settlement, and litigation of any claim made against the Member within the scope of loss protection furnished by HEBP; and

G. To report to HEBP, in the form required by the Board or the HEBP Manager and as promptly as possible, all incidents or occurrences which would reasonably be expected to result in HEBP being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan furnished by HEBP.

#### ARTICLE IX Charges/Dividends

A. HEBP shall charge the Members for the benefits and services provided, with such charges being established by the Board.

B. Any surplus resulting from an excess of accumulated contributions and income over claims payments, losses, reserves, including actuarially developed or incurred but not reported and contingencies for claims development, and the cost of administering HEBP shall be available for the benefit of the membership in accordance with Board determinations. A surplus may be used by the Board to distribute dividends to Members in accordance with policies or determinations adopted by the Board, used to reduce required contributions, retained in reserves or in any other manner to strengthen or benefit HEBP, including merger with any other TAC sponsored intergovernmental pool.

#### ARTICLE X Board of Trustees and Officers

A. The Board shall be comprised of eleven (11) persons. No Member may have more than one employee or elected official on the Board at any one time. Any Board member must be an employee or an elected or appointed official of a public subdivision of the State of Texas that is

a Member of HEBP. The withdrawal of a Member shall vacate the membership on the Board of Trustees of any employee or elected or appointed official from the withdrawing Member. Any Board member who ceases to be an employee or elected official of a Member shall immediately cease to be a member of the Board of Trustees. However, such Board member shall serve until a successor takes office pursuant to these Bylaws.

B. On or before October 1, 2001, the Board of Trustees shall be selected by the Members. Four of such Trustees, to be known as Group A Trustees, shall serve an initial term of one (1) year. Another four of such Trustees, to be known as Group B Trustees, shall serve an initial term of two (2) years. The remaining three of such Trustees, to be known as Group C Trustees, shall serve an initial term of three (3) years. Group A and Group B Trustees are each eligible to serve one three-year term at the end of their initial terms, as set out above. Trustees shall continue to perform their duties as Trustees until their successors take office.

C. Trustees shall be selected in the following manner. The President of TAC shall, with the concurrence of the Board of Directors of TAC (or its Executive Committee), select a nominee for each particular Trustee positions. Together with a ballot, notice of the nomination shall be mailed by registered or certified mail by the Secretary to the Pool Coordinator of every Member. Each county judge chief executive officer or other designee of each Member political subdivision shall on behalf of the Member cast the ballot by mail or other method which may be prescribed by, for the first election, the President of TAC, and for all elections thereafter by HEBP's Board of Trustees. The ballots which have been received by the Secretary no later than 5 p.m. on the 14<sup>th</sup> day after the date of issuance of the notice of nomination shall be canvassed by the Secretary and approved by, in the case of the initial election, the President of TAC, and for each election thereafter, by the Chairman of HEBP's Board of Trustees, subject to the discretion of the whole Board of Trustees to review and approve the canvass. The person receiving the highest number of votes shall be elected to the office. The Secretary shall notify the Members of the results of the canvass.

D. Any Trustee who fails to attend two (2) or more consecutive meetings, whether regular or special, without having been excused by the Chairman, shall be deemed to have resigned. However, the Trustee shall continue to serve on the Board until such time as his successor is selected pursuant to the terms of Article X. E. set out below.

E. The officers of the Board shall consist of a Chairman and a Vice Chairman, who shall be designated annually by the President of TAC with approval of the TAC Board of Directors. The Chairman shall designate a Secretary to keep the minutes and records of the Board, who may or may not be a member of the Board itself. A majority of members of the Board, as the Board is constituted at the time, shall constitute a quorum. Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board, except as otherwise provided herein. Any vacancy on the Board due to death, resignation, disqualification, or inability to act shall be filled for the unexpired term by selection of another member in the same manner that the original member was selected. The designation of a person to fill an unexpired term of a Trustee shall not be deemed to create service in a consecutive term for purposes of the prohibition of paragraph B of this Article.

F. The duly elected, qualified and acting members of the Board shall serve without compensation, but shall be entitled to reimbursement of actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board. Such reimbursement shall be in accordance with the reimbursement policies of TAC, as are currently in force.

G. The Trustees shall not be deemed to have the duties of trustees under the Texas Trust Act or the common law, but shall be mere fiduciaries. They may act in accordance with the business judgment rule and the other constituencies doctrine.

H. Trustees must comply with training requirements equivalent to those set forth in V.T.C.A., Local Government Code, Section 172.007.

#### **ARTICLE XI** **Powers and Duties of the Board of Trustees**

A. HEBP's Board of Trustees shall have all the powers and duties necessary for the accomplishment of the purposes and goals of HEBP, including but not limited to the following specific powers and duties:

1. To contract for such professional services as it may deem necessary and to fix the time, manner, and payment therefor;
2. To contract with any qualified organization to perform any of the functions necessary for carrying out a self-insured health and employee benefit pool arrangement, including any and all other services that the Board shall deem expedient for the proper servicing of those Members who use the services of HEBP;
3. To carry out or supervise the performance of all of the duties necessary for the proper operation and administration of HEBP on behalf of HEBP Members and to that end the Board shall have all of the powers necessary and desirable for the effective administration of the affairs of HEBP, including the power to delegate certain functions to contractors as described herein;
4. To adopt rules to carry out the requirements of and implement the Benefit Plans, the Bylaws and Plan of Operation and all interlocal participation agreements with its Members;
5. To establish the contributions and other payments to be paid by the Members;
6. To develop and prepare the interlocal participation agreement or agreements to be entered into by counties or other political subdivisions to become Members of HEBP, including different agreements in accordance with differing financial arrangements approved pursuant to policies of the Board (such as "cash flow" agreements);

7. To approve claims administration services providers and other service providers, including but not limited to third-party administrators, necessary for the administration of HEBP, upon recommendation of the HEBP Manager or its agents or contractors;
8. To set a budget and any necessary revisions to the budget;
9. To establish policies for claims and loss control procedures;
10. To establish underwriting criteria;
11. To establish the fees, contributions, loss reserves and other financial arrangements to cover the costs of operating HEBP and providing Benefit Plans to HEBP Members;
12. To establish policies for the investment and disbursement of funds;
13. To arrange for the investing of the monies of HEBP in accordance with the Board's investment policy and to open and maintain bank and other accounts as are deemed necessary by the Board;
14. To have an audit performed by a certified public accountant at the end of each fiscal year;
15. To form and delegate to committees and provide other services as needed by HEBP;
16. To do all acts necessary and proper for the operation of HEBP and implementation of these Bylaws subject to the limits of the Bylaws and not in conflict with these Bylaws;
17. To implement the dissolution of and disbursement of assets of HEBP following a determination made pursuant to the provision of Article III, paragraph E;
18. To select a qualified actuary, who shall conduct an annual review of HEBP and make recommendations to HEBP Manager and Board based on such review;
19. To approve attorneys or firms of attorneys retained to represent Members in claims within the scope of Benefit Plans furnished by HEBP or to delegate such approval to the HEBP Manager or its designee;
20. To require at any time the execution by a Member of a new interlocal participation agreement within 30 days of receipt of such new agreement by mail, or in the absence of execution, to terminate the Member's participation in HEBP at the option of the Board, in accordance with Article XVI of these Bylaws;

21. The Board shall have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted under these Bylaws or under any other law. All such contracts, leases, and other agreements shall be approved by resolution of the Board and shall be executed by those individuals designated in such resolution. However, the Board's designee shall have the power to execute interlocal participation agreements in accordance with the policy or practice of the Board without the necessity of express Board action on each such agreement. Additionally, the Board shall have the power to delegate all the above mentioned functions to contractors as permitted under these Bylaws or other law. In the absence of such designation or delegation, all agreements shall be executed by the Chairman or Vice Chairman or the Executive Director of TAC and attested by the Secretary of the Board.

B. The Chairman of the Board shall appoint an Executive Committee or designee of the Board to handle the affairs of the Board between the regular Board meetings or any of the called Board meetings. The Board shall review the actions of the Executive Committee at each Board meeting to ratify any actions taken. The Chairman may appoint other committees with authority specifically granted by the Board and subject to its supervision. The Board may dissolve any such committee at any time.

C. The Board shall contract with TAC or its designee for general administrative services as the HEBP Manager. The contract shall include a reasonable fee to cover the cost of administrative services being provided. Services to be provided by or through the HEBP Manager shall include, but not necessarily be limited to: negotiating terms of any insurance or reinsurance contracts; bookkeeping services; financial statements; necessary reports on claims, incidences and recording and depositing of payments; providing information to potential members; reviewing claims from Members; reviewing and making recommendations on all HEBP contracts; maintaining a complaint register; acting as a liaison with state authorities and responding to inquiries from state authorities; computing and providing membership billings, filing required forms and reports with state and other governmental authorities; maintaining appropriate files; assisting HEBP's auditor and actuary as necessary; reviewing the performance of all contract services providers; coordinating banking functions, and handling deposits and reconciliations; implementing investment policies established by the Board; supplying resource material for Board meetings; attending Board meetings and other meetings necessary to the administration of HEBP; keeping detailed minutes of Board meetings; providing risk management services; and administering committees established by the Board. The HEBP Manager may execute all contracts on behalf of HEBP that are necessary to provide the general administrative services described herein if any monies to be expended under the contract are included in HEBP's approved budget or any approved revisions thereto.

D. The Board shall have the power to establish administrative services-only programs for counties and other self-insured political subdivisions approved by the Board. HEBP Members that participate in such services-only programs will enter into interlocal agreements with HEBP for the provision of claims services for HEBP Member's self-insured program. Such Member shall not participate in the Benefit Plans or reserves of HEBP. The sole responsibility of HEBP

will be to provide claims services, and risk management services such as loss control, on a cost fee basis.

E. The Board shall have the power to establish a program for larger counties and political subdivisions that are approved for membership in HEBP which will permit them to participate in HEBP on a basis where their experience shall be more fully reflected in their premiums, dividends and participation in reserves. The Board shall establish the criteria for participation in the program and shall provide for a separate interlocal agreement for such participation. The program may be structured on a retrospective premium basis.

## **ARTICLE XII**

### **Meetings of the Board of Trustees**

A. Meetings may be called by the Chairman or by a majority of the Trustees or by unanimously executed waiver of notice.

B. All acts of the Board shall require a majority vote of the Trustees present, except as otherwise specifically provided in these Bylaws.

C. Any meeting of the Board may be held by telephone conference call in which all or certain of the Trustees are not physically present at the place of the meeting, but all or some participate in the conduct thereof by telephone. For the purpose of determining the presence of a quorum and for all voting purposes at such a meeting, all participating Trustees shall be considered present and acting.

## **ARTICLE XIII**

### **Liability of Board of Trustees**

A. Members of the Board of Trustees of HEBP and employees thereof, as well as employees of the HEBP Manager, shall not be personally liable to any Member, official, employee, retiree, eligible dependent of a Member, or any other person for any acts performed or omitted in subjective good faith or in accordance with relevant objective standards. HEBP shall use its resources to defend and indemnify the members of HEBP's Board of Trustees and employees thereof, as well as employees of the HEBP Manager, against any and all expense, including attorney's fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against said members of the Board of Trustees and such employees involving or pertaining to any of their acts or duties performed or omitted for HEBP in accordance with the above standards. HEBP may purchase insurance providing coverage for the Trustees and employees thereof, and the employees of TAC. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecutions of such litigation.

B. HEBP may obtain a bond or other security to guarantee the faithful performance of the duties of each Trustee.

## ARTICLE XIV

### Bond

Each member of the Board and each employee, as well as any employee of TAC who has any authority over money in HEBP or money collected or invested by HEBP may be required by the Board to execute a bond in an amount determined by the Board, conditioned on faithful performance of his or her duties. The cost of the bond shall be paid by HEBP.

## ARTICLE XV

### Withdrawal from Membership

A. Any Member may withdraw from HEBP by giving at least sixty (60) days' written notice to the Board and the HEBP Manager of its desire to withdraw.

B. Any Member withdrawing shall be entitled to receive only its share of all dividends that are given during or are declared by the Board to be calculated in accordance with a period for which the withdrawing Member was a participant in HEBP, subject to a set-off for any outstanding obligation of such Member to HEBP. Such share shall be calculated in accordance with policies and determinations which are made by the Board. Except as provided in this Paragraph, a withdrawing Member shall have no right to any portion of the assets or accumulated surplus of HEBP.

C. HEBP shall continue the servicing of any pending claims after the withdrawal of the Member unless the Member specifically assumes the liability and makes provision to indemnify HEBP from loss by taking over the servicing of the claim. HEBP will have no responsibility for payment or servicing of claims from an Administrative Services Only contract member after termination of the Administrative Services Only contract.

D. A Member that has withdrawn shall not be entitled to any reimbursement of contributions that are to be paid or that shall become payable in the future, and shall continue to be obligated to make payment for an obligation which arose prior to withdrawal and for any additional period for which liability may be created by contract. If the withdrawal occurs prior to the end of the Member's annual coverage period, normal short-rate earned premium factors will be utilized in calculating the Member's liability.

## ARTICLE XVI

### Expulsion of Members

A. By a majority vote of the Board, not including any Trustee disqualified pursuant to Article XVI. B., any Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons:

1. Failure to allow HEBP or the HEBP Manager reasonable access to all facilities and records of the Member necessary for proper administration of HEBP;
2. Failure to fully cooperate with HEBP's HEBP Manager or other agent, contractor, or any officer of HEBP;

3. Failure to carry out any obligation of a Member which impairs the ability of HEBP to carry out its purposes or powers;
4. Failure to comply with the obligations of Members as set forth in Article VIII of these Bylaws;
5. Failure to execute a new interlocal participation agreement with HEBP when required under Article V, paragraph A.12 and under Article XI, paragraph A.21 of these Bylaws; or
6. Failure to control losses over an extended period and when this repeated failure has resulted in a financial loss to HEBP in any three of the past five years and when the Board determines that this loss is the result of the action or inaction of the Member.

B. The vote of a Trustee who is employed by, an officer of, or otherwise representing a political subdivision proposed to be expelled shall not be counted in determining the number of votes required nor shall such Trustee be entitled to vote on the expulsion of his or her own political subdivision.

C. Except for nonpayment of an obligation to HEBP, no Member may be expelled except after written notice from the Board of Trustees of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision, which shall be held within thirty (30) days after the expiration for the time to cure has passed. A decision by the Board to expel a Member after notice of hearing and failure to cure the alleged defect shall be final and take effect sixty (60) days after the decision to expel is rendered by the Board. After expulsion, the former Member shall continue to be liable for any unpaid contributions and to make any payment for which an obligation arose prior to expulsion or in accordance with any contract provisions. The expelled Member shall not be entitled to any reimbursement of contributions that are to be paid or that shall become payable in the future; provided, however, the expelled Member shall be entitled to receive all dividends which are given in accordance with Board determinations, subject to a set-off for any outstanding obligation to HEBP. If the Member is expelled prior to the end of Member's annual coverage period, normal short-rate earned premium factors will be applied to determine the obligation of the Members.

D. Notwithstanding any other provision in these Bylaws, the Board may terminate the membership and expel a Member without further notice if any payment owed by the Member to HEBP remains outstanding beyond sixty (60) days of the due date.

E. Expulsion shall be in addition to any other remedy which otherwise exists.



**ARTICLE XVII**  
**Contractual Obligation**

A. An original or certified or attested copy of each Member's executed interlocal participation agreement shall remain on file with HEBP.

B. Except to the extent of the financial contributions to HEBP agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The contracting parties intend in the creation of HEBP to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debt of or claims against any other Member.

**ARTICLE XVIII**  
**Fiscal Year**

The fiscal year of HEBP shall be the calendar year or other twelve (12) month period as established by the Board of Trustees.

**ARTICLE XIX**  
**Severability**

In the event that any article, provision, clause or other part of these Bylaws is held invalid or unenforceable by a court of competent jurisdiction, such validity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are declared to be severable.

**ARTICLE XX**  
**Amendment of Bylaws**

A. Any amendment to the Bylaws shall become binding on any HEBP Member upon its adoption. The provisions of any amendment which alter the rights of a Member which would otherwise exist under a contract shall be effective on the thirtieth (30th) day after written notice of the provision has been served on the Member in accordance with the contract provisions, or otherwise as the parties may agree.

B. These Bylaws may be altered, amended or repealed by a majority of the Board of Directors of TAC present at any regular meeting or at any special meeting if at least two days' written notice is given of an intention to alter, amend or repeal these Bylaws or to adopt new Bylaws at such meeting. The Board of Trustees of HEBP may recommend such changes as it deems necessary or desirable to the Board of Directors of TAC.

## ARTICLE XXI

### Notices

A. Any notice required or permitted by these bylaws to be given to a director, officer, or member of a committee of HEBP may be given by facsimile, mail, telegram, or e-mail. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the HEBP's records, with postage prepaid. If given by telegram, a notice is deemed delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the HEBP's records. If by facsimile transmission, a notice is deemed delivered when printed confirmation of receipt is obtained from the transmitting mechanism. A person may change his or her address in the HEBP's records by giving written notice of the change to the secretary of HEBP.

B. Whenever any notice is required by law or these bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

C. A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

## ARTICLE XXII

### Miscellaneous Provisions

A. These bylaws will be construed under Texas law. All references in these bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

B. To the greatest extent possible, these bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to unincorporated associations such as HEBP. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision. Venue for any dispute arising out of or under these bylaws shall be in Travis County, Texas.

C. The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

D. All singular words include the plural, and all plural words include the singular.

E. A person may execute any instrument related to HEBP, except a vote or written consent of a director or committee member, by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

F. The bylaws will bind and inure to the benefit of the directors, officers, committee members, employees, and agents of HEBP and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the bylaws otherwise provide.

CERTIFICATE

I certify that I am the secretary of the Texas Association of Counties Health and Employee Benefits Pool and that these bylaws constitute HEBP's Bylaws. These bylaws were duly adopted at a meeting of the Board of Trustees held on July 5, 2001.

Dated: July 9, 2001

By: Melissa Dota  
For HEBP

**PETITION REQUESTING ABANDONMENT OF  
UNNAMED STREET IN MERETA, TEXAS**

TO THE TOM GREEN COUNTY COMMISSIONER'S COURT:

The undersigned, an owner of an interest in Lots 1 and 2, of Block 2, Town of Mereta, Tom Green County, Texas, hereby petitions you to vacate, discontinue and abandon the unnamed street in Mereta, Texas described as follows:

Street running north and south between Block 1 and Block 2, Town of Mereta, Texas. The width of the Street is 100' and the length is 300'.

A copy of the Plat showing this unnamed street is attached hereto and incorporated herein as Exhibit "A". Tom Green County has the authority to vacate and abandon the street pursuant to Texas Transportation Code Sections 251.051 and 251.057, as follows:

Section 251.051. General Authority of Commissioners Court

(a) The commissioners court of a county shall:

(1) order that public roads be laid out, opened, discontinued, closed, abandoned, vacated, or altered; and

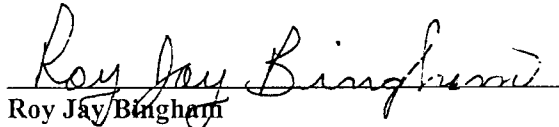
(b) A unanimous vote of the commissioners court is required to:

(1) close, abandon, or vacate a public road.

Section 251.057. Abandonment of County Road

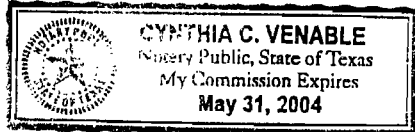
(a) A county road is abandoned when its use has become so infrequent that one or more adjoining property owners have enclosed the road with a fence continuously for at least 20 years.

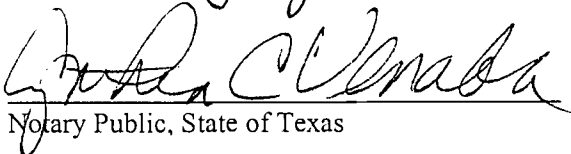
The public use of this unnamed street was so infrequently used that one or more of the adjoining property owners enclosed the street with a fence continuously for at least the last 20 years. Additionally, upon information and belief a house has been constructed partially on Lot 2, Block 2, Town of Mereta and partially on this unnamed street. This unnamed street is not currently being used as a statutory road or highway. This unnamed street is not currently being used and has never been used as a street, highway, or roadway by the citizens of Mereta, Texas, or by others. This unnamed street has never been recognized, dedicated or worked on by the County of Tom Green, Texas, as a public highway of any kind. The abandonment and vacation will not in any manner impair the vested rights of any person living near or adjacent to this unnamed street, nor interfere with the convenience of the citizens of the Town of Mereta, Texas.

  
Roy Jay Bingham

STATE OF TEXAS                   §  
COUNTY OF TOM GREEN       §

This instrument was acknowledged before me on this 18<sup>th</sup> day of July, 2001, by Roy Jay Bingham.



  
Notary Public, State of Texas

County Road Abandonment  
Town of Mereta, Tom Green County, Texas

**ORDER ABANDONING AND VACATING  
UNNAMED STREET IN MERETA, TEXAS**

On this 31<sup>st</sup> day of July, 2001, the Tom Green County Commissioner's Court do hereby vacate, discontinue and abandon the following described street located in the Town of Mereta, Tom Green County, Texas:

Street running north and south between Block 1 and Block 2, Town of Mereta, Texas. The width of the Street is 100' and the length is 300'.

The public use of this unnamed street has been so infrequent that one or more of the adjoining property owners enclosed the street with a fence continuously for at least the last 20 years. A house has been constructed partially on Lot 2, Block 2, Town of Mereta and, upon information and belief, partially on this unnamed street. This unnamed street is not currently being used as a statutory road or highway. This unnamed street is not now being used and has never been used as a street, highway, or roadway by the citizens of Mereta, Texas, or by others. This unnamed street has never been recognized, dedicated or worked on by the County of Tom Green, Texas, as a public highway of any kind. The abandonment and vacation will not in any manner impair the vested rights of any person living near or adjacent to this unnamed street, nor interfere with the convenience of the citizens of the Town of Mereta, Texas.

Tom Green County has the authority to vacate and abandon the unnamed street pursuant to Texas Transportation Code Sections 251.051 and 251.057, as follows:

Section 251.051. General Authority of Commissioners Court

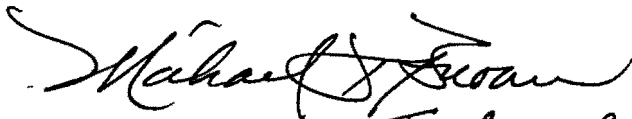
- (a) The commissioners court of a county shall:
  - (1) order that public roads be laid out, opened, discontinued, closed, abandoned, vacated, or altered; and
- (b) A unanimous vote of the commissioners court is required to:
  - (1) close, abandon, or vacate a public road.

Section 251.057. Abandonment of County Road

- (a) A county road is abandoned when its use has become so infrequent that one or more adjoining property owners have enclosed the road with a fence continuously for at least 20 years.

It is therefore ORDERED, ADJUDGED, and DECREED by the Commissioners Court of Tom Green County, Texas, that the above-described unnamed street in said County is hereby vacated, discontinued and abandoned as a public road or street by this Court.

The above and foregoing was offered as a motion by Commissioner Clayton Friend and the motion was seconded by ~~Commissioner~~ Judge Michael Brown. All members of the Court voted unanimously. The motion carried.

  
Tom Green County Judge

ORDER ABANDONING AND VACATING UNNAMED STREET IN MERETA, TEXAS

F:\CL\BinghamRoy\PetitionRequestingAbandonment.wpd

**RESOLUTION TO AUTHORIZE THE COUNTY ATTORNEY TO  
APPLY TO THE OFFICE OF THE ATTORNEY GENERAL  
FOR A GRANT TO PAY FOR THE SALARY, FRINGE BENEFITS  
AND TRAVEL/TRAINING COSTS FOR THE  
VICTIM ASSISTANCE COORDINATOR**

WHEREAS, the Tom Green County Commissioners Court finds it in the best interest of the citizens of Tom Green County, that the Victim Assistance Coordinator program be operated for the 2001-2002 and 2002-2003 grant years; and

WHEREAS, the Tom Green County Commissioners Court has considered the proposed application for State Assistance for said project, in the amount of \$39,400 for each grant year to be submitted to the Office of the Attorney General; and

WHEREAS, the Tom Green County Commissioners Court agrees to not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the Victim Assistance Coordinator receives from Tom Green County at or after the time the grant is awarded.

NOW THEREFORE, BE IT RESOLVED that the Tom Green County Commissioners Court approves submission of the grant application for the Victim Assistance Coordinator program salary, fringe benefits and travel/training costs to the Office of the Attorney General, Victim's Assistance Grant Program in the amount of \$39,400 and additionally appoint Michael D. Brown official representative to act in connection with the grant application.

Clayton Friend  
Commissioner, Precinct #1, Clayton Friend

Karl Bookter  
Commissioner, Precinct #2, Karl Bookter

Jodie Weeks  
Commissioner, Precinct #3, Jodie Weeks

Richard H. Easingwood, Jr.  
Commissioner, Precinct #4, Richard Easingwood

Michael D. Brown  
County Judge, Michael D. Brown



**TOM GREEN COUNTY ATTORNEY'S OFFICE**

**AMENDED APPLICATION BUDGET**

**BUDGET SUMMARY**

<u>Category</u>	<u>OAG (Yearly Salary)</u>	<u>Total (For two year grant period)</u>
Personnel (salary)	\$30,000 (per year)	\$60,000 (for two year grant period)
Fringe benefits	\$8,453.50(per year)	\$16,907 (for two year grant period)
Travel and Training	\$946.50 (per year)	\$1,893 (for two year grant period)
<b>TOTAL</b>	<b>\$39,400.00</b>	<b>\$78,800.00</b>

**PERSONNEL**

TOTAL- \$78,800 (for two year grant period)

Salaries- \$60,000 (for two year grant period)

Fringe Benefits -\$16,907 (based upon \$60,000 salary for two year grant period)

Travel and Training- \$1,893 (for two year grant period)

**Victim Assistance Coordinator, Tom Green County Attorney \$39,400 x 100% x 2 years = \$78,800**

The full time employee will be designated to serve as victim assistance coordinator and will provide the following services: the victim assistance coordinator will ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by Article 56.02 of the Texas Code of Criminal Procedure and will work closely with appropriate law enforcement agencies, prosecuting attorneys, the Board of Pardons and Paroles, the Texas Crime Victim Compensation Program and the judiciary in carrying out that duty. The victim assistance coordinator will send correspondence to victims notifying them of the status of criminal charges including information about services available to them. The victim assistance coordinator will also encourage victims to fill out a victim impact statement and apply for crime victim compensation, if eligible. The Coordinator will use travel and training funds to attend at least one training a year sponsored by the Office of the Attorney General, the Texas Crime Victims Clearinghouse, or the Texas Council on Family Violence. The Coordinator will be paid a salary of \$30,000 per year plus fringe benefits.